

लाल बहादुर शास्त्री प्रशासन अकादमी

Lal Bahadur Shastri Academy

of Administration

मसूरी

MUSSOORIE

पुस्तकालय

LIBRARY

अवाप्ति संख्या

Accession No.....

~~049~~ 10602

वर्ग संख्या

Class No.....

333:3

पुस्तक संख्या

Book No.....

Wac





THE  
PUNJAB COLONY MANUAL.

*Revised Edition*

1933.

BY

F. B. WACE, I.C.S.

Supplement No. IV

LOWER BARI DOAB COLONY  
CONDITIONS AND FORMS.



Lahore :

Printed by the Superintendent, Government Printing, Punjab.  
1933.



## **Revised List of Agents for the Sale of Punjab Government Publications.**

### **ON THE CONTINENT AND UNITED KINGDOM.**

Publications obtainable either direct from the High Commissioner for India, at India House, Aldwych, London, W. C. 2, or through any book-sellers :—

#### **IN INDIA.**

The MANAGER, "The Qaumi Daler" and Union Press, Amritsar.

The MANAGER, The Mufid-i-'Am Press, Lahore.

The MANAGING PROPRIETOR, The Commercial Book Company, Lahore.

MESSRS. RAMA KRISHNA & SONS, Anarkali, Lahore.

The HONY. SECRETARY, Punjab Religious Book Society, Lahore.

L. RAM LAL SURI, Proprietor "The Students' Own Agency," Lahore.

The PROPRIETOR, Punjab Law Book Mart, Lahore.

L. DEWAN CHAND, Proprietor, The Mercantile Press, Lahore.

R. S. JAURA, Esq., B.A., B.T., The Students' Popular Depôt, Kacheri Road, Lahore.

MESSRS. GOPAL SINGH SURI & Co., Lahore.

The University Book Agency, Kacheri Road, Lahore.

The PROPRIETOR, City Book Co., Post Box No. 288, Madras.

The PROPRIETOR, The Book Company, Calcutta.

The MANAGER, Standard Book Depôt, Lahore.

The PROPRIETOR, Aftab Punjab General Law Book Agency, Lahore.

The MANAGING PARTNER, The Bombay Book Depôt, Gujain, Bombay.

MESSRS. CHATTERJI & Co., Booksellers, 8, Bacharam Chatterji Lane, Post Office Hatkhola, Calcutta.

The MANAGER, The Oxford Book and Stationery Co., The Mall, Lahore.

MESSRS. THACKER, SPINK & Co., Calcutta.

MESSRS. D. B. TARAPOREWALA SONS & Co., Bombay.

MESSRS. W. NEWMAN & Co., Limited, Calcutta.

The MANAGER, The New Book Depôt, No. 79, The Mall, Simla.

The MANAGER, The English Book Depôt, Taj Road, Agra.

MESSRS. R. CAMBRAY & Co., 11-A, Holdar Lane, Bowbazar, P. O. Calcutta.

MESSRS. DASS BROTHERS, Booksellers and Publishers, Anarkali, Lahore.

M. Feroz-ud-Din & Sons, Government Printers and Booksellers, Lahore.

MESSRS. B. PARIKH & Co., Booksellers and Publishers, Baroda.

## CONTENTS.

	PAGE.
<b>LOWER BARI DOAB COLONY CONDITIONS AND FORMS.</b>	
<b>SECTION 1.—Statements of conditions applicable to classes of tenants ..</b>	<b>1</b>
„ 2.—(a) Statements of conditions applicable to special tenancies ..	129
(b) Copies of lease deeds executed by certain tenants ..	161
„ 3.—Forms of <i>sanad</i> of occupancy rights .. .. .	188
„ 4.—Forms of deeds of sale, auction conditions, etc.—	
(1) Notice of sale by auction, conditions of sale and agree- ment to purchase .. .. .	192
(2) Deed of conveyance of agricultural land sold by auction or private treaty .. .. .	199
(3) Agreement of sale, conditions of sale and deed of sale of land sold to the depressed classes and to former lessees of Government land .. .. .	203
(4) Form of sub-lease approved for letting of lands by the Salvation Army Property Company in sub-tenants ..	210
(5) Conditions of sale by auction of sites in towns ..	214
(6) Deed of conveyance of sites in towns sold by auction ..	217
(7) Deed of conveyance of land sold as a site for a cotton- ginning factory .. .. .	221
(8) Form of lease of land to be irrigated by lift ..	226
(9) Form of deed of conveyance for agricultural land in which proprietary rights have been acquired by tenants to whom no such promise was made .. .. .	231
(10) Form of deed, tender, security bond, etc., of temporary cultivation leases .. .. .	235
(11) Deed of conveyance for agricultural land in which a free grant of proprietary rights has been made to the tenant in a Punjab Canal Colony .. .. .	239
(12) Deed of conveyance of land granted for certain purposes in respect of which proprietary rights have been pur- chased by the tenants .. .. .	243
(13) Notice for the sale of shop sites in villages ..	246
„ 5.—Rules for the grant of <i>takkavi</i> for replacement of mares for horse- breeding .. .. .	248-



# LOWER BARI DOAB COLONY CON- DITIONS AND FORMS.

## SECTION 1.—STATEMENTS OF CONDITIONS APPLICABLE TO CLASSES OF TENANTS.

THE various classes of tenants in the Lower Bari Doab Colony whose tenancies are governed by statements of conditions, are shown in the following statement, together with the numbers and dates of the notifications with which the statements were issued. Statements of conditions governing the tenancies of individuals are dealt with in section 2 :—

Serial No.	Class of Tenants.	Notifications.	Page.
1	Peasants allotted land before 11th December 1916.	No. 40, dated 31st March 1915, as amended by Punjab Government Nos. 301-1180-8341, dated 3rd July 1923 and 690-D, dated 26th January 1929.	3
2	<i>Sarwans</i> ..	No. 73, dated 17th May 1915, as amended by Nos. 5080, dated 21st February 1919 and 690-D, dated 26th January 1929.	9
3	Tenants of horse-breeding rectangles.	No. 964-S, dated 24th June 1915, as amended by No. 5080, dated 21st February 1919, 690-D, dated 26th January 1929 and 3796-C, dated 13th October 1932.	15
4	Landed gentry ..	No. 1397-S, dated 12th July 1915, as amended by Punjab Government No. 301-1180-8341, dated 3rd July 1923.	22
5	Former lessees of peasant class allowed to purchase proprietary rights at nine-tenths market value.	No. 618, dated 30th September 1915, as amended by Punjab Government Nos. 301-1180-8341, dated 3rd July 1923, 5080, dated 21st February 1919 and 690-D, dated 26th January 1929.	28
6	Former lessees of landed gentry class allowed to purchase proprietary rights at nine-tenths market value.	No. 619, dated 30th September 1915, as amended by Punjab Government Nos. 301-1180-8341, dated 3rd July 1923 and 5080, dated 21st February 1919.	33
7	Former lessees of peasant class allowed to purchase proprietary rights at full market value.	No. 620, dated 30th September 1915, as amended by Punjab Government Nos. 301-1180-8341, dated 3rd July 1923, 5080, dated 21st February 1919 and 690-D, dated 26th January 1929.	39
8	Former lessees of landed gentry class allowed to purchase proprietary rights at full market value.	No. 621, dated 30th September 1915, as amended by Punjab Government Nos. 301-1180-8341, dated 3rd July 1923 and 5080, dated 21st February 1919.	45

Serial No.	Class of Tenants.	Notifications.	Page.
9	Peasants allotted land on or after 11th December 1916.	No. 132, dated 11th December 1916, as amended by Punjab Government Nos. 301-1180-8341, dated 3rd July 1923, 5080, dated 21st February 1919 and 690-D, dated 26th January 1929.	50
10	Village headmen ..	No. 22605, dated 4th December 1917, No. 19924, dated 12th September 1919 and 690-D, dated 26th January 1929.	57
11	Annual military reward grantees.	No. 22887, dated 13th December 1918, as amended by No. 301-1180-8341, dated 3rd July, 1923.	61
12	Criminal Tribes ..	No. 11429, dated 28th April 1919, as amended by No. 15945, dated 27th May 1921.	66
13	Peasants, with obligation to maintain roadside trees.	No. 23591, dated 5th November 1919, as amended by Punjab Government Nos. 301-1180-8341, dated 3rd July 1923 and 690-D, dated 26th January 1929.	71
14	Tenants of <i>bara</i> lands ..	No. 22031, dated 15th September 1920, as amended by Punjab Government Nos. 301-1180-8341, dated 3rd July 1923 and 690-D, dated 26th January 1929.	70
15	Tenants of "inferior" lands ( <i>resumable half grants</i> ).	No. 8162, dated 17th March 1922, as amended by Punjab Government Nos. 301-1180-8341, dated 3rd July 1923, 690-D, dated 26th January 1929, 1753-D, dated 26th April 1926 and 3685-C, dated 29th September 1932	85
16	Janglis and Sayyeds (cow-breeding).	Punjab Government Notification No. 20668, dated 7th August 1922.	91
17	Tenants of inferior land ..	Punjab Government Notification No. 301-1666-5536, dated 16th April 1924.	98
18	Garden Tenants ..	Punjab Government Notification No. 130-D, dated 9th January 1928.	103
19	Hereditary landed gentry and civil non-official reward grantees.	Punjab Government Notification No. 1917-C, dated 2nd June 1930 as amended by Punjab Government Notifications Nos. 1408-C (S), dated 2nd August 1930 and 2587-C, dated 19th August 1930.	106
20	Filly rearing grantees ..	Punjab Government Notification No. 3979-C, dated 14th November 1931, as amended by Punjab Government Notification No. 1116-C, dated 29th February 1932.	113
21	Depressed classes ..	Punjab Government Notification No. 4097-C, dated 26th November 1931.	118
22	Tenancies of village sites for certain purposes.	Punjab Government Notification No. 837-C, dated 1st March 1933.	123

The statements of conditions governing the tenancies of the above classes of tenants are reproduced below *in extenso* :—

### (1) Peasants allotted land before 11th December, 1916.

*Punjab Government notification No. 40, dated the 31st March, 1915, as amended by notification No. 301-1180-8341, dated the 3rd July, 1923.*

The following statement of conditions on which Government is willing to grant land to certain persons of the peasant class on the Lower Bari Doab Canal is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912 :—

#### STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND SITUATED ON THE LOWER BARI DOAB CANAL.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid," and in accordance with section 10 (2) thereof.

Conditions issued under Colonization of Government Lands (Punjab) Act, 1912.  
Selection of tenants.

2. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

3. In this statement of conditions—

Definitions.

- (a) "the lands" and the "said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy ;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment ;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid ;
- (d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

4. At or after the expiration of five years from the date of the commencement of the tenancy, the tenant having duly paid all sums due to Government under the conditions hereinafter described, and having duly observed all the stipulations herein contained and to be by him observed, shall be entitled at any time to receive from the Government a *sanad* giving him a right of occupancy in the said lands : Provided that the tenant shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained.

Occupancy rights.

- Remissions not allowed in respect of land previously allotted.**
5. Where any person is granted a tenancy in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 16 of these conditions.
- Reservations by Government.**
6. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal ; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.
- Powers of Government entry.**
7. The tenant shall at all times permit any officer or officers of the Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.
- Compensation for damage occasioned by exercise of Government's powers. Reservation of roads.**
8. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 6 and clause 7 other than existing rights of way and water and other easements.
9. The Local Government does not grant to the tenant but hereby absolutely excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.
- And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25 acre rectangles wherever this may be considered necessary in the public interest by the Collector. and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.
- Power to resume land for roads, etc.**
10. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith.
- No compensation for reservation or resumption of land for roads.**
11. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 9 and 10 but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

12. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the cost of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

Cost of survey, demarcation, roads and culverts.

13. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

Boundary marks.

14. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen, or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Responsibilities of tenant with regard to crime.

15. If the tenant is ordered under section 118 of the Code of Criminal Procedure to execute a bond to be of good behaviour or is sentenced to a term of imprisonment of one year or upwards, he shall be deemed to have committed a breach of the conditions of his tenancy and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid.

Tenancy liable to resumption on conviction of tenant.

16. The tenant shall pay, when due, in respect of the said lands, or any part thereof -

Payment of land revenue and other charges.

(1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;

(2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government, and all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint :

Provided that the Local Government shall remit the whole demand on account of occupiers' rates in respect of the first two harvests. And in the case of colonists from districts other than Montgomery, Multan, Lyallpur, Gujranwala and Lahore for the first four harvests gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal.

Provided also that the Local Government shall remit the whole of the demand on account of land revenue, *malikana*, and cesses in respect of the first two harvests gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal.



Provided also that the Collector shall decide which is the first harvest gathered from the lands of any tenancy cultivated by means of irrigation from the Lower Bari Doab Canal and that his decision shall be final.

**Permanent residence of tenant.**

17. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the Collector directs that he be put in possession of a specified area of land and within one year of the same date he shall build a house, to the satisfaction of the Collector, on a site allotted by the Collector, or (with the permission of the Collector) on his own land: provided that, when the tenancy is held jointly by two or more persons, the Collector may, for sufficient reason, excuse any of such joint holders from personal residence in the estate.

**Construction of drinking well.**

18. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allottable area of the estate have been put into possession of the tenants.

**Trees and brushwood.**

19. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

**Improvements.**

20. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 6 hereof: provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

**Cultivation of lands.**

21. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

**Prohibition of local tenants.**

22. The tenant shall not, without the permission of the Collector' record in writing, cultivate the said lands or any part thereof by means of any person who during the previous two years shall have cultivated non-colony lands in the Montgomery or Multan District.

**Disclosure of previous grant of Government land.**

23. The tenant is bound (1) if he is in the service of Government or is a pensioner, and has not been selected by the military authorities as such; or (2) if he, or any other member of his family to whose property he has succeeded in whole or part or will succeed if he survives

him, has previously received from Government any grant of land to disclose the fact by written acknowledgment to the officer who allots the tenancy to him and before the completion of the allotment.

In this clause the expression "member of his family" means any descendant of the paternal grandfather of the tenant or any descendant of any ancestor of the tenant in the male line whose name has been entered in any record-of-rights as that of a share-holder joint with the tenant in any holding.

24. (1) Upon the expiry of seven years from the date of the commencement of the tenancy in the said lands, or at any time thereafter, during the continuance of the tenancy, the tenant shall, if, during the continuance of the tenancy, he shall have duly complied with and observed each and all of the conditions in this statement of conditions contained, and shall have duly paid, in the manner in the said conditions provided, all sums due to the Government under the provisions of the said conditions and each and all of them, but subject always to the terms and conditions hereinafter in that behalf made and provided, be entitled to purchase from the Government the proprietary right in the said lands, and, in the event of any such purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on account of *malikana*, but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf. Proprietary rights.

(2) The terms and conditions upon which the tenant may, under the circumstances specified in the precoding clause of this condition, purchase from the Government the proprietary right in the lands granted to him as such tenant as aforesaid, shall be as follows, namely :—

*\*Firstly*, that the tenant shall duly pay to the Government as purchase-money for the said lands a sum equal to half of the market value at the time of allotment of the said lands to be fixed by the Financial Commissioner, whose decision shall be final : provided that the sum so fixed as purchase-money shall not exceed the amount yielded by a rate of Rs. 100 per acre.

*Secondly*, that the tenant shall not acquire any proprietary or other right not conferred upon him as a tenant by

---

\*In the statement of conditions for the grant of land to peasants and members of the landed gentry in the Lower Bari Doab Canal Colony no mention is made of the number of instalments in which a tenant proceeding to acquire proprietary rights may pay the purchase-money. Instructions were, however, issued in May 1916 that each tenant when put in possession of his allotment should be informed that he would be allowed to spread the instalments over 30 years, though it would be open to him to complete the payment sooner should he so desire,—vide Senior Secretary to the Financial Commissioners' letter No. 3179-80, dated the 3rd May 1916. The tenant of course remains a tenant and continues to pay full *malikana* until he has paid the whole of the purchase money due on his holding.

Alternative conditions are contained in Punjab Government letter No. 1141-D (S), dated 16th September 1927, at page 127.

the conditions contained in this statement of conditions, and shall continue to be subject to the conditions of the tenancy, unless and until the whole amount of the said purchase-money shall have been duly paid and discharged in manner hereinbefore provided.

*Thirdly*, provided that the Collector may refuse to allow the acquisition of proprietary rights to all or any of the tenants of any estate in which any of the following faults or defects are found to exist :—

- (a) Gross or repeated encroachments on the *charagah*, unallotted village site, or public roads or thoroughfares.
- (b) Grossly insanitary conditions, *viz.*, borrow-pits within the compounds of houses ; the heaping of manure within compounds, instead of outside the village ; the making of village tanks in places other than those indicated by competent authority.
- (c) Persistent neglect of arboriculture in the village site.

But proprietary right may in such cases be acquired, if otherwise allowable, when the defect for which it has been withheld has been remedied.

*Fourthly*, provided also that the Collector may withhold proprietary right from the tenants of any estate in which the state of crime is such as, in his opinion, to disentitle the villagers to the concession.

*Fifthly*, provided also that proprietary right may also be withheld from the tenants of any estate in which a breach of the canal or distributary has occurred within five years of the date of the application, if there is reason to believe that such breach was wilfully caused by residents of the estate.

(3) When any tenant shall, under the provisions and in pursuance of the preceding clauses of this condition, have purchased the proprietary right in any lands from the Government and shall have duly paid the whole of the purchase-money therefor to Government, and shall have complied with all the terms and conditions hereinbefore provided in that behalf, Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchaser shall thereupon, in respect of the land so purchased, cease to be subject to the conditions herein contained, with the exception of conditions Nos. 6, 7, 8, 9, 13 and 25 of this statement, by which, and by the provisions of Punjab Act, V of 1912, applicable to proprietors of land, he shall continue to be bound.

(4) A tenant who has acquired proprietary right in his tenancy will also receive proprietary right in the land allotted to him in the village site on payment at the same rates as for the tenancy.

25. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto or as to any of the conditions of the tenancy or as to any matter or thing anywise connected therewith, the said dispute shall except as provided in clauses 16 and 24 be referred for the arbitration of the Commissioner of the Division whose decision shall be final and conclusive between the Government and the tenant. **Arbitration.**

## (2) Sarwans.

*Punjab Government notification No. 73, dated the 17th May, 1915, as amended by notification No. 5080, dated 21st February, 1919.*

The following statement of conditions on which Government is willing to grant land to certain persons of the *Sarwan* class on the Lower Bari Doab Canal is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912 :—

STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND SITUATED ON THE LOWER BARI DOAB CANAL.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid," and in accordance with section 10 (2) thereof. **Conditions issued under Colonization of Government Lands (Punjab) Act, 1912.**

2. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement. **Selection of tenants.**

3. In this statement of conditions—

**Definitions.**

- (a) "the lands" and the "said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy ;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment ;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid ;
- (d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

4. Where any person is granted a tenancy in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 15 of these conditions. **Remissions not allowed in respect of land previously allotted.**

**Reservations  
by Govern-  
ment.**

5. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal ; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

**Powers of  
Government  
entry.**

6. The tenant shall at all times permit any officer or officers of the Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

**Compensation for  
damage occasioned  
by exercise of  
Government's  
powers.**

7. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 5 and clause 6 other than existing rights of way and water and other easements.

**Reservation  
of roads.**

8. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

**Power to  
resume land  
for roads, etc.**

9. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith.

**No compensation for re-  
servation or resump-  
tion of lands or  
roads.  
Cost of  
survey, de-  
marcation,  
roads and  
culverts.**

10. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 8 and 9 but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

11. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate,

and also with the cost of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

12. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

13. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen, or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

14. If the tenant is ordered under section 118 of the Code of Criminal Procedure to execute a bond to be of good behaviour [or is restricted to any area by an order under section, 7, 8 or 12 of the Punjab Habitual Offenders Act (Punjab Act. V of 1918)] or is sentenced to a term of imprisonment of one year or upwards, he shall be deemed to have committed a breach of the conditions of his tenancy and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid.

\*14-A. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

15. The tenant shall pay, when due, in respect of the said lands, or any part thereof--

- (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;
- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government ; and all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint :

Provided that the Local Government shall remit the whole of the demand on account of occupiers' rates, land revenue, *malikana*, and

[ ] Added by Punjab Government notification No. 690-D, dated 26th January 1929. This addition will only apply to grants made after the date of this notification.

\*This clause was added by Punjab Government notification No. 5080, dated 21st February 1919.

cesses, in respect of the first two harvests gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal.

Provided also that the Collector shall decide which is the first harvest gathered from the lands of any tenancy cultivated by means of irrigation from the Lower Bari Doab Canal and that his decision shall be final.

**Permanent residence of tenant.**

16. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the Collector directs that he be put in possession of a specified area of land and within one year of the same date he shall build a house, to the satisfaction of the Collector, on a site allotted by the Collector, or (with the permission of the Collector) on his own land : provided that, when the tenancy is held jointly by two or more persons, the Collector may, for sufficient reason, excuse any of such joint holders from personal residence in the estate.

**Construction of drinking well.**

17. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allottable area of the estate have been put into possession of the tenants.

**Trees and brushwood.**

18. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

**Improvements.**

19. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 6 hereof : provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

**Cultivation of lands.**

20. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

**Prohibition of local tenants.**

21. The tenant shall not, without the permission of the Collector, recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous two years shall have cultivated non-colony lands in the Montgomery or Multan District.

22. The tenant is bound (1) if he is in the service of Government or is a pensioner, and has not been selected by the military authorities as such ; or (2) if he, or any other member of his family to whose property he has succeeded in whole or part or will succeed if he survives him, has previously received from Government any grant of land, to disclose the fact by written acknowledgment to the officer who allots the tenancy to him and before the completion of the allotment.

Disclosure of previous grant of Government land.

In this clause the expression " member of his family " means any descendant of the paternal grandfather of the tenant or any descendant of any ancestor of the tenant in the male line whose name has been entered in any record-of-rights as that of a share-holder joint with the tenant in any holding.

23. For a period of 12 years beginning from the commencement of the tenancy the tenant shall be bound on requirement by the Commandant of the Camel Corps to which the village in which his grant is situated is related, either in his own person to enlist and serve as a *sarwan* in the corps, or to cause some member of his family approved by the Commandant so to enlist and serve in his stead. In the event of failure by the tenant to perform his service in person or by deputy as above required, the grant shall, on the representation of the Commandant, be liable to resumption by the Collector as provided in clause 24 of the Act aforesaid.

Special conditions of *sarwan* tenants.

24. Should it be proved to the satisfaction of the Collector that the tenant is, by the exercise of the influence or otherwise, inducing, or attempting to induce, any tenant or *sarwan* to repudiate the obligation of service by which he is bound, or is acting in any way to the detriment or disadvantage of the Camel Corps to which the village in which his grant is situated is attached, or of any other Camel Corps, the Collector may order the resumption of the tenancy as provided in clause 24 of the Act aforesaid.\*

25. (1) Upon the expiry of twelve years from the date of the commencement of the tenancy in the said lands or at any time thereafter, during the continuance of the tenancy, the tenant shall, if, during the continuance of the tenancy, he shall have duly complied with and observed each and all of the conditions in this statement of conditions contained, and shall have duly paid, in the manner in the said conditions provided, all sums due to the Government under the provisions of the said conditions and each and all of them, but subject always to the terms and conditions hereinafter in that behalf made and provided, be entitled to purchase from the Government the proprietary right in the said lands, and, in the event of any such purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands

Proprietary rights.

\*In this clause as originally published the words " is situated (or any other Camel Corps) is attached " had been wrongly arranged. The arrangements given in the clause as printed above was substituted by Punjab Government notification No. 96, dated 28th July 1915.



and every part thereof in proprietary right, free of any payment on account of *malikana*, but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf.

(2) The terms and conditions upon which the tenant may, under the circumstances specified in the preceding clause of this condition, purchase from the Government the proprietary right in the lands granted to him as such tenant, as aforesaid, shall be as follows, namely :—

*\*Firstly*, that the tenant shall duly pay to the Government as purchase-money for the said lands a sum equal to half the market value at the time of allotment of the said lands to be fixed by the Financial Commissioner, whose decision shall be final provided that the sum so fixed as purchase-money shall not exceed the amount yielded by a rate of Rs. 100 per acre.

*Secondly*, that the tenant shall not acquire any proprietary or other right not conferred upon him as a tenant by the conditions contained in this statement of conditions, and shall continue to be subject to the conditions of the tenancy, unless and until the whole amount of the said purchase-money shall have been duly paid and discharged in manner hereinbefore provided.

*Thirdly*, provided that the Collector may refuse to allow the acquisition of proprietary rights to all or any of the tenant of any estate in which any of the following faults or defects are found to exist :—

(a) Gross or repeated encroachments on the *charayah*, unallotted village site, or public roads or thoroughfares.

(b) Grossly insanitary conditions, *viz.*, borrow-pits within the compounds of houses ; the heaping of manure within compounds, instead of outside the village ; the making of village tanks in places other than those indicated by competent authority.

(c) Persistent neglect of arboriculture in the village site.

But proprietary right may in such cases be acquired, if otherwise allowable, when the defect for which it has been withheld has been remedied.

*Fourthly*, provided also that the Collector may withhold proprietary right from the tenants of any estate in which the state of crime is such as, in his opinion, to disentitle the villagers to the concession.

*Fifthly*, provided also that proprietary right may also be withheld from the tenants of any estate in which a breach

---

\*Alternative conditions are also contained in Punjab Government letter No. 1141-D (S), dated 16th September 1927, at page 127.

of the canal or distributary has occurred within five years of the date of the application, if there is reason to believe that such breach was wilfully caused by residents of the estate.

(3) When any tenant shall, under the provisions and in pursuance of the preceding clauses of this condition, have purchased the proprietary right in any lands from the Government and shall have duly paid the whole of the purchase-money therefor to Government and shall have complied with all the terms and conditions hereinbefore provided in that behalf, the Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchaser shall thereupon, in respect of the land so purchased, cease to be subject to the conditions herein contained, with the exception of conditions Nos. 5, 7, 8, 12 and 26 of this statement, by which, and by the provisions of Punjab Act, V of 1912, applicable to proprietors of land, he shall continue to be bound.

(4) A tenant who has acquired proprietary right in his tenancy will also receive proprietary right in the land allotted to him in the village site on payment at the same rates as for the tenancy.

Arbitration

26. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto or as to any of the conditions of the tenancy or as to any matter or thing anywise connected therewith, the said dispute shall except as provided in clauses 15 and 26 be referred for the arbitration of the Commissioner of the Division whose decision shall be final and conclusive between the Government and the tenant.

### **(3) Tenants of horse-breeding rectangles.**

*Punjab Government notification No. 964-S., dated the 24th June 1915, as amended by notification No. 5080, dated the 21st February, 1919.*

The following statement of conditions on which Government is willing to grant land to certain persons on the Lower Bari Doab Canal for the purpose of horse-breeding is published in accordance with section 10(2) of the Colonization of Government Lands (Punjab) Act, V of 1912 :—

**STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND SITUATED ON THE LOWER BARI DOAB CANAL FOR THE PURPOSE OF ENCOURAGING HORSE-BREEDING.**

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid," and in accordance with section 10 (2) thereof.

Conditions issued under Colonization of Government Lands (Punjab) Act, 1912.

**Selection of tenants.**

2. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

**Definitions.**

3. In this statement of conditions—

- (a) "the lands" and the "said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid;
- (d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887;
- (e) "Superintendent" shall mean the officer appointed to superintend horse-breeding operations.

**Period of horse-breeding tenancies.**

4. The tenancy granted under these conditions shall be for a period of ten years, and at the expiration of that period it shall determine. The tenant may apply to the Collector for the renewal of the tenancy, and if the Collector is of opinion that the tenant has satisfactorily fulfilled these conditions during his tenancy, he shall renew the tenancy for a period of ten years. Any tenant whose application for a renewal of the tenancy is refused by the Collector may appeal to the Commissioner.

**Remissions not allowed in respect of land previously allotted.**

5. Where any person is granted a tenancy in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not enjoy any new period of remission in addition to that enjoyed by the original tenant under clause 16 of these conditions, nor shall he be entitled to any renewal or extension of the period within which the land was to be brought under cultivation by the original tenant under clause 21.

**Reservations by Government.**

6. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

**Powers of Government entry.**

7. The tenant shall at all times permit any officer or officers of the Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient

for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinfore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

8. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 6 and clause 7 other than existing rights of way and water and other easements.

Compensation for damage occasioned by exercise of Government's powers.

9. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

Reservation of roads.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

10. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith.

Power to resume land for roads, etc.

11. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 9 and 10, but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

No compensation for reservation or resumption of lands or roads.

12. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the cost of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

Cost of survey, demarcation, roads and culverts.

13. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

Boundary marks.

Responsi-  
bilities of  
tenant with  
regard to  
crime.

14. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen, or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Tenancy  
liable to re-  
sumption on  
conviction of  
tenant.

15. If the tenant is ordered under section 118 of the Code of Criminal Procedure to execute a bond to be of good behaviour [ or is restricted to any area by an order under sections 7, 8 or 12 of the Punjab Habitual Offenders Act (Punjab Act V of 1918) ], or is sentenced to a term of imprisonment of one year or upwards, he shall be deemed to have committed a breach of the conditions of his tenancy and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid.

Obligation  
of loyalty.

\*15-A. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

Payment of  
land revenue  
and other  
charges.

16. The tenant shall pay, when due, in respect of the said lands, or any part thereof—

- (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;
- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government, and all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint :—

Provided that the Local Government shall remit the whole demand on account of occupiers' rates, land revenue, *malikana*, and cesses in respect of the first two harvests gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal.

Provided also that the Collector shall decide which is the first harvest gathered from the lands of any tenancy cultivated by means of irrigation from the Lower Bari Doab Canal and that his decision shall be final.

Permanent  
residence of  
tenant.

17. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the Collector directs that he be put in possession of a specified area of land.

[ ] Added by Punjab Government notification No. 690-D, dated 26th January 1929. This addition will only apply to grants made after the date of this notification.

\*This clause was added by Punjab Government notification No. 5080, dated 21st February 1919.

18. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allottable area of the estate have been put into possession of the tenants. Construction of drinking well.

19. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him. Trees and brushwood.

20. Subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, the tenant shall be entitled to all the products of the land other than those specified in clause 6 hereof. Improvements.

Without the permission in writing of the Collector he may not make improvements on his tenancy.

Every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Irrigation Department.

21. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof. Cultivation of lands.

22. The tenant shall not, without the permission of the Collector, recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous two years shall have cultivated non-colony lands in the Montgomery or Multan District. Prohibition of local tenants.

23. (1) No tenant shall have any right or title in the land allotted to him under these conditions or shall enter into possession of the same until he shall have produced a mare which is fit for breeding remounts for the army and which has been approved by an officer of Government appointed for the purpose and branded by him. The tenant shall regularly breed from the mare utilizing only the services of a horse stallion selected by the Superintendent. Special conditions of horse-breeding tenants.

(2) The tenant shall not sell or otherwise transfer the mare or any interest therein without the permission in writing of the Superintendent.

(3) The tenant shall not, without the permission in writing of the Superintendent, sell or otherwise transfer the progeny of the mare or any interest therein, except to Government, until it has attained the age of 18 months.

(4) The tenant shall be bound to sell the progeny at any time before it has attained the age of 18 months to Government at such price as

may be determined by the Superintendent within limits to be fixed by the Director-General, Army Remount Department, with the concurrence of the Financial Commissioner. If the progeny has attained the age of 18 months and has not been purchased by Government the tenant may dispose of it as he thinks fit.

(5) The tenant shall maintain and manage the mare and its progeny in such manner, and at such place, as shall be deemed satisfactory by the Superintendent, and shall at any time when required to do so produce the mare and its progeny for the inspection of any officer of Government appointed to inspect brood mares and young stock in the colony at such places as he may appoint.

(6) If any mare maintained by the tenant under the provisions and stipulations herein contained shall die or otherwise cease to be in his possession, or be found or become incapable of bearing foals fit to become remounts for the army, the tenant shall within three months from the date of the happening of any such contingency produce another mare fit for breeding remounts for the army to be approved, branded, maintained, utilized for breeding, managed, produced, and in case of need replaced as herein provided in respect of the mare furnished on allotment; and the same rules shall apply throughout the duration of his tenancy to all mares maintained hereunder and their progeny.

(7) The tenant shall, if so required, subscribe to an insurance fund for the replacement of mares at such rates and at such times as may be fixed by the Director-General, Army Remount Department, with the concurrence of the Financial Commissioner.

(8) The tenant shall, if so required by the Superintendent, permit the progeny to be hoof-branded.

(9) Every colt shall be castrated before reaching the age of 18 months unless the Superintendent gives the tenant written permission to keep it entire.

24. Any tenancy granted on the conditions set forth in this statement shall determine—

(a) on the expiry of the lease under clause 4 ;

(b) on the decease of the tenant ;

(c) on the tenant's ceasing to hold, either as proprietor or as a tenant of Government otherwise than under these conditions, land in the estate in which this tenancy is situated ;

*Explanation.*—Land included in the village site, whether occupied as a residence or otherwise, and land which has been mortgaged and made over to the possession of a mortgagee, shall not be deemed to be land for the purpose of this sub-clause.

(d) on resumption of the lease ordered under section 24 of the Colonization of Government Lands (Punjab) Act, 1912, for a breach of the conditions herein set forth ;

- (e) on relinquishment of the tenancy by the tenant giving in writing to the Collector on or before the 15th day of January in any year notice of his intention to relinquish the tenancy at the end of the agricultural year then current.

\*“ Provided that when a horse breeding tenancy determines under such clauses (a) to (e) and no suitable tenant, holding land in the estate concerned, is forthcoming, the Commissioner after considering the objections, if any, of the proprietors and tenants of the estate wherein the vacant tenancy is situated, may —

- (i) transfer the tenancy to another estate where a suitable candidate holds land either as proprietor or tenant otherwise than under these conditions ; or
- (ii) appoint to the vacant tenancy a candidate holding land in another estate in the colony either as proprietor or tenant otherwise than under these conditions. In this case a resident *sarbrah* approved by the Collector shall be appointed in respect of the horse-breeding tenancy, but such appointment will not relieve the horse-breeding tenant of responsibility for the fulfilment of any of the conditions of his tenancy except that of personal residence in the estate wherein the horse-breeding tenancy is situated.”

25. When any tenancy so determines and the land held in accordance therewith is leased to another person it shall be at the option of the outgoing tenant or his heirs, successors or assigns to require the incoming tenant to accept at the value that shall be placed thereon by the Collector the buildings and other improvements on the land, whether effected by the outgoing tenant or his predecessors, together with any agricultural cattle which, in the opinion of the Collector, are maintained and required for the cultivation of the tenancy and are not required solely for the cultivation of other land in the possession of the outgoing tenant, and also to accept at the value that shall be placed thereon by the Collector acting with the advice of an officer of any Army Remount Department appointed for that purpose, the branded mare which was maintained as a condition of the tenancy with any progeny below the age of 18 months.

26. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto or as to any of the conditions of the tenancy or as to any matter or thing anywise connected therewith, the said dispute shall except as provided in clauses 16 and 25 be referred for the arbitration of the Commissioner of the Division whose decision shall be final and conclusive between the Government and the tenant. Arbitration.



#### (4) Landed gentry.

*Punjab Government notification No. 1897-S., dated the 12th July, 1915, as amended by notification No. 301-1180-8841, dated the 3rd July, 1928.*

The following statement of conditions on which Government is willing to grant land to members of the hereditary landed gentry on the Lower Bari Doab Canal is published in accordance with section 10(2) of the Colonization of Government Lands (Punjab) Act, V of 1912 :—

##### STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND SITUATED ON THE LOWER BARI DOAB CANAL.

Conditions  
issued under  
Colonization  
of Govern-  
ment Lands  
(Punjab) Act,  
1912.  
Selection of  
tenants.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid," and in accordance with section 10 (2) thereof.

2. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

Definitions.

3. In this statement of conditions—

- (a) "the lands" and the "said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy ;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment ;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid ;
- (d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

Occupancy  
rights.

4. At or after the expiration of five years from the date of the commencement of the tenancy, the tenant having duly paid all sums due to Government under the conditions hereinafter described and having duly observed all the stipulations herein contained and to be by him observed shall be entitled at any time to receive from the Government a *sanad* giving him a right of occupancy in the said lands : provided that the tenant shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained.

Remissions  
not allowed in  
respect of  
land  
previously  
allotted.

5. Where any person is granted a tenancy in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 15 of these conditions.

6. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

Reservations  
by Govern-  
ment.

7. The tenant shall at all times permit any officer or officers of the Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil quarries and easements in or under the said lands and all parts thereof.

Powers of  
Government  
entry.

8. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 6 and clause 7 other than existing rights of way and water and other easements.

Compensation for  
damage occasioned  
by exercise of  
Government's  
powers.

9. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

Reservation  
of roads.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

10. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith.

Power to  
resume land  
for roads, etc.

11. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 9 and 10 but in respect of any area so reserved no occupier's rates, land revenue, *malikana* or cesses shall be payable by the tenant.

No compensation for  
reservation  
or resumption  
of lands  
or roads.

12. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and

Cost of  
survey, de-  
marcation,  
roads and  
culverts.

also with the cost of keeping such roads and culverts in proper repair. The amounts of such charges as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

**Boundary marks.**

13. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

**Responsibilities of tenant with regard to crime.**

14. The tenant shall render all such assistance in the prevention, or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen, or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

**Obligation of loyalty.**

\*14-A. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

**Payment of land revenue and other charges.**

15. The tenant shall pay, when due, in respect of the said lands, or any part thereof—

- (a) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force :
- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government and all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint :

Provided that the Local Government shall remit the whole demand on account of occupiers' rates in respect of the first two harvests. And in the case of colonists from districts other than Montgomery, Multan, Lyallpur, Gujranwala and Lahore for the first four harvests gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal :

Provided also that the Local Government shall remit the whole of the demand on account of land revenue, *malikana*, and cesses in respect of the first two harvests gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal :

\*This clause was added by Punjab Government notification No. 5080, dated 21st February 1919.

Provided also that the Collector shall decide which is the first harvest gathered from the lands of any tenancy cultivated by means of irrigation from the Lower Bari Doab Canal and that his decision shall be final.

16. The tenant shall either himself settle on the estate in which the said lands or some of them are situated, or if he shall not so settle he shall cause some competent member of his family or other person approved in either case by the Collector to so settle within six months of the date on which the Collector directs that he be put in possession of a specified area of land ; and whether he himself so settles or causes some competent member of his family or other person to so settle he shall within one year of the same date either himself build or cause to be built a house, to the satisfaction of the Collector, on a site allotted by the Collector, or (with the permission of the Collector) on his own land. Permanent residence of tenant.

17. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allottable area of the estate have been put into possession of the tenants. Construction of drinking well.

18. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him. Trees and brushwood.

19. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 6 hereof: provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department. Improvements.

20. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of the commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof. Cultivation of lands.

21. The tenant shall not, without the permission of the Collector, recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous two years shall have cultivated non-colony lands in the Montgomery or Multan District. Prohibition of local tenants.

22. (1) Upon the expiry of seven years from the date of the commencement of the tenancy in the said lands, or at any time thereafter, during the continuance of the tenancy, the tenant shall, if, during the Proprietary rights.

continuance of the tenancy, he shall have duly complied with and observed each and all of the conditions in this statement of conditions contained, and shall have duly paid, in the manner in the said conditions provided, all sums due to the Government under the provisions of the said conditions and each and all of them, but subject always to the terms and conditions hereinafter in that behalf made and provided, be entitled to purchase from the Government the proprietary right in the said lands, and, in the event of any such purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on account of *malikana*, but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf.

(2) The terms and conditions upon which the tenant may, under the circumstances specified in the preceding clause of this condition, purchase from the Government the proprietary right in the lands granted to him as such tenant, as aforesaid, shall be as follows, namely :—

*\*Firstly*, that the tenant shall duly pay to the Government as purchase-money for the said lands a sum equal to half of the market value at the time of allotment of the said lands to be fixed by the Financial Commissioner, whose decision shall be final: provided that the sum so fixed as purchase-money shall not exceed the amount yielded by a rate of Rs. 100 per acre.

*Secondly*, that the tenant shall not acquire any proprietary or other right not conferred upon him as a tenant by the conditions contained in this statement of conditions, and shall continue to be subject to the conditions of the tenancy, unless and until the whole amount of the said purchase-money shall have been duly paid and discharged in manner hereinbefore provided.

*Thirdly*, provided that the Collector may refuse to allow the acquisition of proprietary rights to all or any of the tenants of any estate in which any of the following faults or defects are found to exist :—

(a) Gross or repeated encroachments on the *charagah*, unallotted village site, or public roads or thoroughfares.

---

\*In the statement of conditions for the grant of land to peasants and members of the landed gentry in the Lower Bari Doab Canal Colony no mention is made of the number of instalments in which a tenant proceeding to acquire proprietary rights may pay the purchase-money. Instructions were, however, issued in May, 1916, that each tenant when put in possession of his allotment should be informed that he would be allowed to spread the instalments over 30 years, though it would be open to him to complete the payment sooner should he so desire,—vide Senior Secretary to the Financial Commissioners' letter No. 3179-80, dated the 3rd May 1916. The tenant of course remains a tenant and continues to pay full *malikana* until he has paid the whole of the purchase-money due on his holding.

Alternative conditions are also contained in Punjab Government letter No. 1141-D.-(S), dated 16th September 1927, at page 127.

(b) Grossly insanitary conditions, viz., borrow-pits within the compounds of houses ; the heaping of manure within compounds, instead of outside the village; the making of village tanks in places other than those indicated by competent authority.

(c) Persistent neglect of arboriculture in the village site.

But proprietary right may in such cases be acquired, if otherwise allowable, when the defect for which it has been withheld has been remedied.

*Fourthly*, provided also that the Collector may withhold proprietary right from any tenant in any estate in which the state of crime is such as, in his opinion, to disentitle such tenant to the concession.

*Fifthly*, provided also that proprietary right may also be withheld from any tenant in any estate in which a breach of the canal or distributary has occurred within five years of the date of the application for the grant of proprietary rights, if there is reason to believe that such breach was wilfully caused by such tenant or any of his sub-tenants, servants or dependents.

(3) When any tenant shall, under the provisions and in pursuance of the preceding clauses of this condition, have purchased the proprietary right in any lands from the Government and shall have duly paid the whole of the purchase-money therefor to the Government, and shall have complied with all the terms and conditions hereinbefore provided in that behalf, the Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchaser shall thereupon, in respect of the land so purchased, cease to be subject to the conditions herein contained, with the exception of conditions Nos. 6, 7, 8, 9, 13 and 23 of this statement, by which, and by the provisions of Punjab Act, V of 1912, applicable to proprietors of land, he shall continue to be bound.

(4) A tenant who has acquired proprietary right in his tenancy will also receive proprietary right in the land, if any, allotted to him in the village site on payment at the same rates as for the tenancy.

23. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto or as to any of the conditions of the tenancy or as to any matter or thing anywise connected therewith, the said dispute shall except as provided in clauses 15 and 22 be referred for the arbitration of the Commissioner of the Division whose decision shall be final and conclusive between the Government and the tenant. **Arbitration**

**(5) Former lessees of peasant class allowed to purchase proprietary rights at nine-tenths market value.**

*Punjab Government notification No. 618, dated the 30th September, 1915, as amended by notifications Nos. 5080, dated the 21st February, 1919 and 301-1180-8341, dated the 3rd July, 1923.*

The following statement of conditions on which Government is willing to grant land to certain persons of the peasant class, being former lessees of Government land on the Lower Bari Doab Canal, is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912 :—

STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND SITUATED ON THE LOWER BARI DOAB CANAL, TO CERTAIN PERSONS OF THE PEASANT CLASS, BEING FORMER LESSEES OF GOVERNMENT LAND, WITH PROMISE OF SALE AT NINE-TENTHS MARKET VALUE.

‘Conditions  
issued under  
Colonization  
of Govern-  
ment Lands  
(Punjab) Act,  
1912.

‘Selection of  
tenants.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as “the Act aforesaid,” and in accordance with section 10 (2) thereof.

2. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

‘Definitions.

3. In this statement of conditions—

(a) “the lands” and the “said lands” shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy;

(b) “the date of the commencement of the tenancy” shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment;

(c) “Collector” and “Commissioner” shall have the meanings assigned to them in section 3 of the Act aforesaid; and

(d) “improvements” shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

‘Occupancy  
rights.

4. At or after the expiration of five years from the date of the commencement of the tenancy, the tenant having duly paid all sums due to Government under the conditions hereinafter described, and having duly observed all the stipulations herein contained and to be by him observed shall be entitled at any time to receive from Government a *sanad* giving him a right of occupancy in the said lands: Provided that the tenant shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained.

5. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

Reservations  
by Govern-  
ment.

6. The tenant shall at all times permit any officer or officers of the Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Powers of  
Government  
entry.

7. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 5 and clause 6 other than existing rights of way and water and other easements.

Compensation for  
damage occasioned by  
exercise of  
Government's  
powers.

8. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

Reservation  
of roads.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

9. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith.

Power to  
resume land  
for roads, etc.

10. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 8 and 9 but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

No compensation for  
reservation or resumption  
of lands or roads.



Cost or survey-demarcation roads and culverts.

11. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the cost of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

Boundary marks.

12. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

Responsibilities of tenant with regard to crime

13. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen, or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Tenancy liable to resumption on conviction of tenants.

14. If the tenant is ordered under section 118 of the Code of Criminal Procedure to execute a bond to be of good behaviour [or is restricted to any area by an order under sections 7, 8 or 12 of the Punjab Habitual Offenders Act (Punjab Act, V of 1918)] or is sentenced to a term of imprisonment of one year or upwards, he shall be deemed to have committed a breach of the conditions of his tenancy and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid.

Obligation of loyalty.

\*14-A. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

Payment of land revenue and other charges.

15. The tenant shall pay, when due, in respect of the said lands or any part thereof—

- (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force.

[ ] Added by Punjab Government notification No. 690-D, dated 26th January 1929. This addition will only apply to grants made after the date of this notification.

\*This clause was added by Punjab Government notification No. 5080, dated 21st February 1919.

- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government and all payments mentioned in this clause shall be made to such person and at such times and places as the Collector shall from time to time appoint.

16. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the Collector directs that he be put in possession of a specified area of land and within one year of the same date he shall build a house, to the satisfaction of the Collector, on a site allotted by the Collector, or (with the permission of the Collector) on his own land: provided that, when the tenancy is held jointly by two or more persons, the Collector may, for sufficient reason, excuse any of such joint holders from personal residence in the estate. Permanent residence of tenant.

17. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allottable area of the estate have been put into possession of the tenants. Construction of drinking well.

18. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him. Trees and brushwood.

19. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 5 hereof: provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department. Improvements.

20. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof. Cultivation of lands.

21. (1) Upon the expiry of seven years from the date of the commencement of the tenancy in the said lands, or at any time thereafter, during the continuance of the tenancy, the tenant shall, if, during the continuance of the tenancy, he shall have duly complied with and observed each and all of the conditions in this statement of conditions contained, and shall have duly paid, in the manner in the said conditions provided, all sums due to the Government under the provisions of the said conditions and each and all of them, but subject always Proprietary rights.

to the terms and conditions hereinafter in that behalf made and provided, be entitled to purchase from the Government the proprietary right in the said lands, and, in the event of any such purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on account of *malikana*, but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf.

(2) The terms and conditions upon which the tenant may, under the circumstances specified in the preceding clause of this condition, purchase from the Government the proprietary right in the lands granted to him as such tenant, as aforesaid, shall be as follows, namely :—

*\*Firstly*, that the tenant shall duly pay to the Government as purchase-money for the said lands a sum equal to nine-tenths of the market value at the time of allotment of the said lands to be fixed by the Financial Commissioner, whose decision shall be final.

*Secondly*, that the tenant shall not acquire any proprietary or other right not conferred upon him as a tenant by the conditions contained in this statement of conditions, and shall continue to be subject to the conditions of the tenancy, unless and until the whole amount of the said purchase-money shall have been duly paid and discharged in manner hereinbefore provided.

*Thirdly*, provided that the Collector may refuse to allow the acquisition of proprietary rights to all or any of the tenants of any estate in which any of the following faults or defects are found to exist :—

- (a) Gross or repeated encroachments on the *charagah*, unallotted village site, or public roads or thoroughfares.
- (b) Grossly insanitary conditions, *viz.*, borrow-pits within the compounds of houses; the heaping of manure within compounds, instead of outside the village; the making of village tanks in places other than those indicated by competent authority.
- (c) Persistent neglect of arboriculture in the village site.

---

\*In the statement of conditions for the grant of land to peasants and members of the landed gentry in the Lower Bari Doab Canal Colony no mention is made of the number of instalments in which a tenant proceeding to acquire proprietary rights may pay the purchase-money. Instructions were, however, issued in May, 1916, that each tenant when put in possession of his allotment should be informed that he would be allowed to spread the instalments over 30 years, though it would be open to him to complete the payment sooner should he so desire,—*vide* Senior Secretary to the Financial Commissioners' letter No. 3179-80, dated the 3rd May 1916. The tenant of course remains a tenant and continues to pay full *malikana* until he has paid the whole of the purchase money due on his holding.

Alternative conditions are also contained in Punjab Government letter No. 1141-D (S), dated 16th September, 1927, at page 127.

But proprietary right may in such cases be acquired, if otherwise, allowable, when the defect for which it has been withheld has been remedied.

*Fourthly*, provided also that the Collector may withhold proprietary right from the tenants of any estate in which the state of crime is such as, in his opinion, to disentitle the villagers to the concession.

*Fifthly*, provided also that proprietary right may also be withheld from the tenants of any estate in which a breach of the canal or distributary has occurred within five years of the date of the application, if there is reason to believe that such breach was wilfully caused by residents of the estate.

(3) When any tenant shall, under the provisions and in pursuance of the preceding clauses of this condition, have purchased the proprietary right in any lands from the Government and shall have duly paid the whole of the purchase-money therefor to the Government, and shall have complied with all the terms and conditions hereinbefore provided in that behalf. Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchasers shall thereupon, in respect of the land so purchased, cease to be subject to the conditions herein contained, with the exception of conditions Nos. 5, 6, 7, 8, 12 and 22 of this statement, by which, and by the provisions of Punjab Act, V of 1912, applicable to proprietors of land, he shall continue to be bound.

(4) A tenant who has acquired proprietary right in his tenancy will also receive proprietary right in the land allotted to him in the village site on payment at the same rates as for the tenancy.

22. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto or as to any of the conditions of the tenancy or as to any matter or thing anywise connected therewith, the said dispute shall except as provided in clause 21 be referred for the arbitration of the Commissioner of the Division whose decision shall be final and conclusive between the Government and the tenant.

**Arbitration-**

## **(6) Former lessee of landed gentry class allowed to purchase proprietary rights at nine-tenths market value.**

*Punjab Government notification No. 619, dated the 30th September, 1915, as amended by notifications Nos. 5080, dated 21st February, 1919 and 301-1180-8341, dated 3rd July, 1923.*

The following statement of conditions on which Government is willing to grant land to persons of the hereditary landed gentry class,

being former lessees of Government land on the Lower Bari Doab Canal, is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912 :—

**STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND SITUATED ON THE LOWER BARI DOAB CANAL TO CERTAIN PERSONS OF THE HEREDITARY LANDED GENTRY CLASS, BEING FORMER LESSEES OF GOVERNMENT LAND, WITH PROMISE OF SALE AT NINE-TENTHS MARKET VALUE.**

**Conditions issued under Colonization of Government Lands (Punjab) Act, 1912.**  
**Selection of tenants.**

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid," and in accordance with section 10 (2) thereof.

2. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

**Definitions.**

3. In this statement of conditions—

- (a) "the lands" and the "said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy ;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment ;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid ; and
- (d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

**Occupancy rights.**

4. At or after the expiration of five years from the date of the commencement of the tenancy, the tenant having duly paid all sums due to Government under the conditions hereinafter described, and having duly observed all the stipulations herein contained and to be by him observed shall be entitled at any time to receive from Government a *sanad* giving him a right of occupancy in the said lands : Provided that the tenant shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained.

**Reservations by Government.**

5. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal ; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

6. The tenant shall at all times permit any officer or officers of the Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

**Powers of Government entry.**

7. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 5 and clause 6 other than existing rights of way and water and other easements.

**Compensation for damage occasioned by exercise of Government's powers. Reservation of roads.**

8. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25, acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of three *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

9. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for Government, so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith.

**Power to resume land for roads, etc.**

10. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 8 and 9 but in respect of any area so reserved no occupiers' rates, land revenue, *mulikana* or cesses shall be payable by the tenant.

**No compensation for reservation or resumption of lands or roads.**

11. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estates in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the cost of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

**Cost of survey, demarcation, roads and culverts.**

12. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

**Boundary marks.**

**Responsi-  
bilities of  
tenant with  
regard to  
crime.**

13. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen, or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

**Obligation  
of loyalty.**

\*13-A. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

**Payment of  
land revenue  
and other  
charges.**

14. The tenant shall pay when due, in respect of the said lands, or any part thereof—

- (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;
- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government and all payments mentioned in this clause shall be made to such persons and at such time and places as the Collector shall from time to time appoint.

**Construc-  
tion of drink-  
ing well.**

15. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such cases the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable under the expiry of three years from the date on which two-thirds of the allottable area of the estate have been put into possession of the tenants.

**Trees and  
brushwood.**

16. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

**Improve-  
ments.**

17. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 5 hereof: provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

18. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof. Cultivation of lands.

25 (1). Upon the expiry of seven years from the date of the commencement of the tenancy in the said lands, or at any time thereafter, during the continuance of the tenancy, the tenant shall, if, during the continuance of the tenancy, he shall have duly complied with and observed each and all of the conditions in this statement of conditions contained, and shall have duly paid, in the manner in the said conditions provided, all sums due to the Government under the provisions of the said conditions and each and all of them, but subject always to the terms and conditions hereinafter in that behalf made and provided, be entitled to purchase from the Government the proprietary right in the said lands, and, in the event of any such purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on account of *malikana*, but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf. Proprietary rights.

(2) The terms and conditions upon which the tenant may, under the circumstances specified in the preceding clause of this condition, purchase from the Government the proprietary right in the lands granted to him as such tenant, as aforesaid, shall be as follows, namely :—

*\*Firstly*, that the tenant shall duly pay to the Government as purchase-money for the said lands a sum equal to nine-tenths of the market value at the time of allotment of the said lands to be fixed by the Financial Commissioner, whose decision shall be final.

*Secondly*, that the tenant shall not acquire any proprietary or other right not conferred upon him as a tenant by the conditions contained in this statement of conditions. and shall continue to be subject to the conditions

---

\*In the statement of conditions for the grant of land to peasants and members of the landed gentry in the Lower Bari Doab Canal Colony no mention is made of the number of instalments in which a tenant proceeding to acquire proprietary rights may pay the purchase-money. Instructions were, however, issued in May 1916 that each tenant when put in possession of his allotment should be informed that he would be allowed to spread the instalments over 30 years, though it would be open to him to complete the payment sooner should he so desire.—*vide* Senior Secretary to the Financial Commissioners' letter No. 3179-80, dated the 3rd May 1916. The tenant of course remains a tenant and continues to pay full *malikana* until he has paid the whole of purchase-money due on his holding.

Alternative conditions are also contained in Punjab Government letter No. 4141-D (S), dated 16th September, 1927, at page 127.



of the tenancy, unless and until the whole amount of the said purchase-money shall have been duly paid and discharged in manner hereinbefore provided.

*Thirdly*, provided that the Collector may refuse to allow the acquisition of proprietary rights to all or any of the tenants of any estate in which any of the following faults or defects are found to exist :—

- (a) Gross or repeated encroachments on the *charagah*, unallotted village site, or public roads or thoroughfares.
- (b) Grossly insanitary conditions, *viz.*, borrow-pits within the compounds of houses ; the heaping of manure within compounds, instead of outside the village ; the making of village tanks in places other than those indicated by competent authority.
- (c) Persistent neglect of arboriculture in the village site.

But proprietary right may in such cases be acquired, if otherwise allowable, when the defect for which it has been withheld has been remedied.

*Fourthly*, provided also that the Collector may withhold proprietary right from the tenants of any estate in which the estate of crime is such as, in his opinion, to disentitle the villagers to the concession.

*Fifthly*, provided also that proprietary right may also be withheld from the tenant of any estate in which a breach of the canal or distributary has occurred within five years of the date of the application, if there is reason to believe that such breach was wilfully caused by residents of the estate.

(3) When any tenant shall, under the provisions and in pursuance of the preceding clauses of this condition, have purchased the proprietary right in any lands from the Government and shall have duly paid the whole of the purchase-money therefor to Government and shall have complied with all the terms and conditions hereinbefore provided in that behalf, Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchaser shall thereupon in respect of the land so purchased, cease to be subject to the conditions herein contained, with the exception of conditions Nos. 5, 6, 7, 8, 12 and 20 of this statement, by which and by the provisions of Punjab Act, V of 1912, applicable to proprietors of land, he shall continue to be bound.

(4) A tenant who has acquired proprietary right in his tenancy will also receive proprietary right in the land allotted to him in the village site on payment at the same rates as for the tenancy.

#### **Arbitration.**

20. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property

and rights hereby reserved to Government or as to any matter in any way relating thereto or as to any of the conditions of the tenancy or as to any matter or thing anywise connected therewith the said dispute shall except as provided in clause 19 be referred for the arbitration of the Commissioner of the Division whose decision shall be final and conclusive between the Government and the tenant.

### **(7) Former lessees of peasant class allowed to purchase proprietary rights at full market value.**

*Punjab Government notification No. 620, dated the 30th September, 1915, as amended by notifications Nos. 5080, dated the 21st February, 1919 and 301-1180-8341, dated the 3rd July, 1923.*

The following statement of conditions on which Government is willing to grant land to certain persons of the peasant class, being former lessees of Government land on the Lower Bari Doab Canal, is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912 :—

STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND SITUATED ON THE LOWER BARI DOAB CANAL TO CERTAIN PERSONS OF THE PEASANT CLASS, BEING FORMER LESSEES OF GOVERNMENT LAND, WITH PROMISE OF SALE AT FULL MARKET VALUE.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid," and in accordance with section 10 (2) thereof.

Conditions issued under Colonization of Government Lands (Punjab) Act, 1912.

2. No person shall be entitled as of right to become a tenant that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

Selection of tenants.

3. In this statement of conditions—

Definitions.

- (a) "the lands" and the "said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy ;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment ;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid ;
- (d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

**Occupancy rights.**

4. At or after the expiration of five years from the date of the commencement of the tenancy, the tenant having duly paid all sums due to Government under the conditions hereinafter described, and having duly observed all the stipulations herein contained and to be by him observed shall be entitled at any time to receive from the Government a *sanad* giving him a right of occupancy in the said lands: Provided that the tenant shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained.

**Reservations by Government.**

5. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by Government in respect of the said lands or any part thereof.

**Powers of Government entry.**

6. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the land<sup>s</sup> and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries. and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

**Compensation for damage occasioned by exercise of Government's powers.  
Reservation of roads.**

7. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the the exercise by the Local Government of all or any of the rights reserved to itself in clause 5 and clause 6 other than existing rights of way and water and other easements.

8. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans or kept in the office of the Collector.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

**Power to resume land for roads, etc.**

9. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith.

10. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 8 and 9 but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

No compensation for reservation or resumption of lands or roads.

11. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the cost of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

Cost of survey, demarcation, roads and culverts.

12. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

Boundary marks.

13. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen, or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Responsibilities of tenant with regard to crime.

14. If the tenant is ordered under section 118 of the Code of Criminal Procedure to execute a bond to be of good behaviour [or is restricted to any area by an order under section 7, 8 or 12 of the Punjab Habitual Offenders Act, (Punjab Act V of 1918)] or is sentenced to a term of imprisonment of one year or upwards, he shall be deemed to have committed a breach of the conditions of his tenancy and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid.

Tenancy liable to resumption on conviction of tenant.

14-A.\* The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

Obligation of loyalty.

[ ] Added by Punjab Government notification No. 690-D. dated 26th January 1929. This addition will only apply to grants made after the date of this notification.

\*This clause was added to tenancies of clauses 2 to 9 by Punjab Government notification No. 5080, dated 21st February 1919.

**Payment of land revenue and other** 15. The tenant shall pay, when due, in respect of the said lands, or any part thereof:

- (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;
- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government and all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint.

**Permanent residence of tenant.** 16. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the the Collector directs that he be put in possession of a specified area of land and within one year of the same date he shall build a house, to the satisfaction of the Collector, on a site allotted by the Collector, or (with the permission of the Collector) on his own land : provided that, when the tenancy is held jointly by two or more persons, the Collector may, for sufficient reason, excuse any of such joint holders from personal residence in the estate.

**Construction of drinking well.** 17. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allottable area of the estate have been put into possession of the tenants.

**Trees and brushwood.** 18. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

**Improvements.** 19. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 5 hereof : provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

**Cultivation of lands.** 20. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

21. (1) Upon the expiry of seven years from the date of the commencement of the tenancy in the said lands, or at any time thereafter, during the continuance of the tenancy, the tenant shall, if, during the continuance of the tenancy, he shall have duly complied with and observed each and all of the conditions in this statement of conditions contained, and shall have duly paid, in the manner in the said conditions provided, all sums due to the Government under the provisions of the said conditions and each and of all of them, but subject always to the terms and conditions hereinafter in that behalf made and provided, be entitled to purchase from the Government the proprietary right in the said lands, and, in the event of any such purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on account of *malikana*, but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf. Proprietary rights.

(2) The terms and conditions upon which the tenant may, under the circumstances specified in the preceding clause of this condition, purchase from the Government the proprietary right in the lands granted to him as such tenant, as aforesaid, shall be as follows, namely :—

*Firstly\**, that the tenant shall duly pay to the Government as purchase-money for the said lands a sum equal to the full market value at the time of allotment of the said lands to be fixed by the Financial Commissioner, whose decision shall be final.

*Secondly*, that the tenant shall not acquire any proprietary or other right not conferred upon him as a tenant by, the conditions contained in this statement of conditions and shall continue to be subject to the conditions of the tenancy, unless and until the whole amount of the said purchase-money shall have been duly paid and discharged in manner hereinbefore provided.

*Thirdly*, provided that the Collector may refuse to allow the acquisition of proprietary rights to all or any of the tenants of any estate in which any of the following faults or defects are found to exist :—

- (a) Gross or repeated encroachments on the *charagah*, unallotted village site, or public roads or thoroughfares.

---

\*In the statement of conditions for the grant of land to peasants and members of the landed gentry in the Lower Bari Doab Canal Colony no mention is made of the number of instalments in which a tenant proceeding to acquire proprietary rights may pay the purchase-money. Instructions were, however, issued in May, 1916, that each tenant when put in possession of his allotment should be informed that he would be allowed to spread the instalments over 30 years, though it would be open to him to complete the payment sooner should he so desire,—*vide* Senior Secretary to the Financial Commissioners' letter No. 3179-80, dated the 3rd May 1916. The tenant of course remains a tenant and continues to pay full *malikana* until he has paid the whole of the purchase money due on his holding.

†Alternative conditions are also contained in Punjab Government letter No. 1141-D (S), dated 16th September 1927 at page 127.

(b) Grossly insanitary conditions, *viz.*, borrow-pits within the compounds of houses ; the heaping of manure within compounds, instead of outside the village ; the making of village tanks in places other than those indicated by competent authority.

(c) Persistent neglect of arboriculture in the village site.

But proprietary right may in such cases be acquired, if otherwise allowable, when the defect for which it has been withheld has been remedied.

*Fourthly*, provided also that the Collector may withhold proprietary right from the tenants of any estate in which the state of crime is such as, in his opinion, to disentitle the villagers to the concession.

*Fifthly*, provided also that proprietary right may also be withheld from the tenants of any estate in which a breach of the canal or distributary has occurred within five years of the date of the application, if there is reason to believe that such breach was wilfully caused by residents of the estate.

(3) When any tenant shall, under the provisions and in pursuance of the preceding clauses of this condition, have purchased the proprietary right in any lands from the Government and shall have duly paid the whole of the purchase-money therefor to the Government, and shall have complied with all the terms and conditions hereinbefore provided in that behalf, the Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchaser shall thereupon, in respect of the land so purchased, cease to be subject to the conditions herein contained, with the exception of conditions Nos. 5, 6, 7, 8, 12 and 22 of this statement, by which, and by the provisions of Punjab Act, V of 1912, applicable to proprietors of land, he shall continue to be bound.

(4) A tenant who has acquired proprietary right in his tenancy will also receive proprietary right in the land allotted to him in the village site on payment at the same rates as for the tenancy.

#### Arbitration.

22. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto or as to any of the conditions of the tenancy or as to any matter or thing anywise connected therewith, the said dispute shall except as provided in clause 21 be referred for the arbitration of the Commissioner of the Division whose decision shall be final and conclusive between the Government and the tenant.

# **(8) Former lessees of landed gentry class allowed to purchase proprietary rights at full market value.**

*Punjab Government notification No. 621, dated the 30th September, 1915, as amended by notifications Nos. 5080, dated 21st February, 1919 and 301—1180—8841, dated 3rd July 1923.*

The following statement of conditions on which Government is willing to grant land to certain persons of the hereditary landed gentry class being former lessees of Government on the Lower Bari Doab Canal, is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912 :—

**STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND SITUATED ON THE LOWER BARI DOAB CANAL TO CERTAIN PERSONS OF THE LANDED GENTRY CLASS, BEING FORMER LESSEES OF GOVERNMENT LAND, WITH PROMISE OF SALE AT FULL MARKET VALUE.**

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid," and in accordance with section 10 (2) thereof.

Conditions issued under Colonization of Government Lands (Punjab) Act, 1912.

2. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

Selection of tenants.

3. In this statement of conditions

Definitions.

(a) "the lands" and the "said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy ;

(b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment ;

(c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid ;

(d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

4. At or after the expiration of five years from the date of the commencement of the tenancy, the tenant having duly paid all sums due to Government under the conditions hereinafter described, and having duly observed all the stipulations herein contained and to be by him observed shall be entitled at any time to receive from the Government a *sanad* giving him a right of occupancy in the said lands : provided that the tenant shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained.

Occupancy rights.



Reservations  
by Govern-  
ment.

5. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said land or any part thereof.

Powers of  
Government  
entry.

6. The tenant shall at all times permit any officer or officers of the Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Compensation for  
damage occasioned by  
exercise of  
Government's  
powers.

7. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 5 and clause 6 other than existing rights of way and water and other easements.

Reservation  
of roads.

8. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25 acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

Power to  
resume land  
for roads, etc.

9. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith.

No compensation for  
reservation  
or resumption  
of lands  
or roads.  
Cost of  
survey, demarcation,  
roads and  
culverts.

10. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 8 and 9 but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

11. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also

with the cost of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

12. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

13. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen, or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

13-A.\* The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any times of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

14. The tenant shall pay, when due, in respect of the said lands, or any other part thereof—

- (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;
- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government and all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint.

15. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allottable area of the estate have been put into possession of the tenants.

\*This clause was added by Punjab Government notification No. 5080, dated 21st February 1919.

**Trees and  
brushwood.**

16. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

**Improve-  
ments.**

17. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 5 hereof: provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

**Cultivation of  
lands.**

18. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

**Proprietary  
rights.**

19. (1) Upon the expiry of seven years from the date of the commencement of the tenancy in the said lands, or at any time thereafter, during the continuance of the tenancy, the tenant shall, if, during the continuance of the tenancy, he shall have duly complied with and observed each and all of the conditions in this statement of conditions contained, and shall have duly paid, in the manner in the said conditions provided, all sums due to the Government under the provisions of the said conditions and each and all of them, but subject always to the terms and conditions hereinafter in that behalf made and provided, be entitled to purchase from the Government the proprietary right in the said lands, and, in the event of any such purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on account of *malikana* but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf.

(2) The terms and conditions upon which the tenant may, under the circumstances specified in the preceding clause of this condition, purchase from the Government the proprietary right in the lands granted to him as such tenant, as aforesaid, shall be as follows, namely:—

*Firstly*\*, that the tenant shall duly pay to the Government as purchase-money for the said lands a sum equal to

\*In the statement of conditions for the grant of land to peasants and members of the landed gentry in the Lower Bari Doab Canal Colony no mention is made of the number of instalments in which a tenant proceeding to acquire proprietary rights may pay the purchase-money. Instructions were, however, issued in May 1916 that each tenant when put in possession of his allotment should be informed that he would be allowed to spread the instalments over 30 years, though it would be open to him to complete the payment sooner should he so desire, vide Senior Secretary to the Financial Commissioners' letter No. 3179-80, dated the 3rd May 1916. The tenant of course remains a tenant and continues to pay full *malikana* until he has paid the whole of the purchase-money due on his holding.

Alternative conditions are also contained in Punjab Government letter No. 1142-D (S), dated 16th September 1927 at page 127.

the whole market value at the time of allotment of the said lands to be fixed by the Financial Commissioner, whose decision shall be final.

*Secondly*, that the tenant shall not acquire any proprietary or other right not conferred upon him as a tenant by the conditions contained in this statement of conditions, and shall continue to be subject to the conditions of the tenancy, unless and until the whole amount of the said purchase-money shall have been duly paid and discharged in manner hereinbefore provided.

*Thirdly*, provided that the Collector may refuse to allow the acquisition of proprietary rights to all or any of the tenants of any estate in which any of the following faults or defects are found to exist :—

- (a) Gross or repeated encroachments on the *charagah*, unallotted village site, or public roads or thoroughfares.
- (b) Grossly insanitary conditions, *viz.*, borrow-pits within the compounds of houses ; the heaping of manure within compounds, instead of outside the village ; the making of village tanks in places other than those indicated by competent authority.
- (c) Persistent neglect of arboriculture in the village site.

But proprietary right may in such cases be acquired, if otherwise allowable, when the defect for which it has been withheld has been remedied.

*Fourthly*, provided also that the Collector may withhold proprietary right from the tenants of any estate in which the state of crime is such as, in his opinion, to disentitle the villagers to the concession.

*Fifthly*, provided also that proprietary right may also be withheld from the tenants of any estate in which a breach of the canal or distributary has occurred within five years of the date of the application, if there is reason to believe that such breach was wilfully caused by residents of the estate.

(3) When any tenant shall, under the provisions and in pursuance of the preceding clauses of this condition, have purchased the proprietary right in any lands from the Government and shall have duly paid the whole of the purchase-money therefor to the Government, and shall have complied with all the terms and conditions hereinbefore provided in that behalf, the Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchaser shall thereupon, in respect of the land so purchased, cease to be subject to the conditions herein contained, with the exception of conditions Nos. 5, 6, 7, 8, 12 and 20 of this statement, by which, and by the provisions of Punjab Act, V of 1912, applicable to proprietors of land, he shall continue to be bound.

(4) A tenant who has acquired proprietary right in his tenancy will also receive proprietary right in the land allotted to him in the village site on payment at the same rates as for the tenancy.

**Arbitration.**

20. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to property and rights hereby reserved to Government or as to any matter in any way relating thereto or as to any of the conditions of the tenancy or as to any matter or thing anywise connected therewith, the said dispute shall except as provided in clause 19 be referred for the arbitration of the Commissioner of the Division whose decision shall be final and conclusive between the Government and the tenant.

**(9) Peasants allotted land on or after 11th December 1916.**

*Punjab Government notification No. 132, dated the 11th December, 1916, as amended by notifications Nos. 5080, dated 21st February, 1919 and 301-1180-8341, dated 3rd July, 1923.*

The following statement of conditions on which Government is willing to grant land to certain persons of the peasant class on the Lower Bari Doab Canal is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912 :—

**STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND SITUATED ON THE LOWER BARI DOAB CANAL.**

Conditions  
issued under  
Colonization  
of Govern-  
ment Lands  
(Punjab) Act,  
1912.  
Selection of  
tenants.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid," and in accordance with section 10 (2) thereof.

2. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

**Definitions.**

3. In this statement of conditions—

- (a) "the lands" and the "said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy ;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment ;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid ;
- (d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

4. At or after the expiration of five years from the date of the commencement of the tenancy, the tenant having duly paid all sums due to Government under the conditions hereinafter described, and having duly observed all the stipulations herein contained and to be by him observed shall be entitled at any time to receive from the Government a *sanad* giving him a right of occupancy in the said lands : Provided that the tenant shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained.

Occupancy  
rights.

5. Where any person is granted a tenancy in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 16 of these conditions.

Remissions  
not allowed in  
respect of  
land  
previously  
allotted.

6. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situated in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal ; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

Reservations  
by Govern-  
ment.

7. The tenant shall at all times permit any officer or officers of the Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Powers of  
Government  
entry.

8. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 6 and clause 7 other than existing rights of way and water and other easements.

Compensation for  
damage occasioned  
by  
exercise of  
Government's  
powers.

9. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

Reservation  
of roads.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

Power to  
resume land  
for roads, etc.,

10. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith.

No compen-  
sation for re-  
servation  
or resump-  
tion of lands  
or roads.

Cost of  
survey, de-  
marcation,  
roads and  
culverts.

11. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 9 and 10 but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

12. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the cost of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

Boundary  
marks.

13. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

Responsi-  
bilities of  
tenant with  
regard to  
crime.

14. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen, or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Tenancy  
liable to re-  
sumption on  
conviction of  
tenant.

15. If the tenant is ordered under section 118 of the Code of Criminal Procedure to execute a bond to be of good behaviour [or is restricted to any area by an order under section 7, 8 or 12 of the Punjab Habitual Offenders Act, (Punjab Act, V of 1918)] or is sentenced to a term of imprisonment of one year or upwards, he shall be deemed to have committed a breach of the conditions of his tenancy and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid.

Obligation of  
Loyalty.

15-A.\* Any tenant who is guilty of disloyalty to the King-Emperor or to the Government established by law in British India

[ ] Added by Punjab Government notification No. 690-D, dated 26th January 1929. This addition will only apply to grants made after the date of this notification.

\*The "loyalty" clause in this form was originally included in the statement of conditions applicable to village headmen: no tenancies had, however, been allotted on these conditions before the issue of Punjab Government notification No. 1992, dated 12th September, 1919, substituting the revised clause which follows. The old form of the clause is, therefore, applicable only to peasant tenancies allotted between 11th December 1916 and 21st February 1919.

shall be deemed to commit a breach of these conditions. The decision of the Local Government whether the tenant's conduct constitutes disloyalty shall be final.

15-B.\* The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

16. The tenant shall pay, when due, in respect of the said lands, or any part thereof—

- (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;
- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government, and all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint :

Payment of  
land revenue  
and other  
charges.

Provided that the Local Government shall remit the whole demand on account of occupiers' rates in respect of the first two harvests. And in the case of colonists from districts other than Montgomery, Multan, Lyallpur, Gujranwala and Lahore for the first four harvests gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal.

Provided also that the Local Government shall remit the whole of the demand on account of land revenue, *malikana*, and cesses in respect of the first two harvests gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal.

Provided also that the Collector shall decide which is the first harvest gathered from the lands of any tenancy cultivated by means of irrigation from the Lower Bari Doab Canal and that his decision shall be final.

17. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the Collector directs that he be put in possession of a specified area of land and within one year of the same date he shall build a house, to the satisfaction of the Collector, on a site allotted by the Collector, or (with the permission of the Collector) on his own land : provided that, when the tenancy is held jointly by two or more persons, the Collector may, for sufficient reason, excuse any of such joint holders from personal residence in the estate.

Permanent  
residence of  
tenant.

\*This clause was added by Punjab Government notification No. 5080, dated 21st February 1919.



**Compulsory  
exchange of  
lands of  
tenancy.**

17-A. In the case of a tenant who has not received a right of occupancy in his tenancy under clause 4 of these conditions the Collector may, with or without the consent of the tenant, upon offering to the tenant, in exchange, an area in any colony as nearly as may be equal in value to the lands of the tenancy, resume the said lands. Any lands so received in exchange by the tenant shall be deemed to be held on the same conditions and subject to the same obligations as the resumed lands. The Government shall pay to the tenant compensation for improvements effected by him in the resumed lands.

**Construction  
of drinking  
well.**

18. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allottable area of the estate have been put into possession of the tenants.

**Trees and  
brushwood.**

19. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

**Improve-  
ments.**

20. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 6 hereof: provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

**Cultivation of  
lands.**

21. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

**Prohibition  
of local ten-  
ants.**

22. The tenant shall not, without the permission of the Collector, recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous two years shall have cultivated non-colony lands in the Montgomery or Multan District.

**Disclosure  
of previous  
grant of  
Government  
land.**

23. The tenant is bound (1), if he is in the service of Government or is a pensioner, and has not been selected by the military authorities as such; or (2) if he, or any other member of his family to whose property he has succeeded in whole or part or will succeed if he survives him, has previously received from Government any grant of land to disclose the fact by written acknowledgment to the officer who allots the tenancy to him and before the completion of the allotment.

In this clause the expression "member of his family" means any descendant of the paternal grandfather of the tenant or any descendant of any ancestor of the tenant in the male line whose name has been entered in any record-of-rights as that of a share-holder joint with the tenant in any holding.

24. (1) Upon the expiry of seven years from the date of the commencement of the tenancy in the said lands, or at any time thereafter, during the continuance of the tenancy, the tenant shall, if, during the continuance of the tenancy, he shall have duly complied with and observed each and all of the conditions in this statement of conditions contained, and shall have duly paid, in the manner in the said conditions provided, all sums due to the Government under the provisions of the said conditions and each and all of them, but subject always to the terms and conditions hereinafter in that behalf made and provided, be entitled to purchase from the Government the proprietary right in the said lands, and, in the event of any such purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on account of *malikana*, but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf. Proprietary rights.

(2) The terms and conditions upon which the tenant may, under the circumstances specified in the preceding clause of this condition, purchase from the Government the proprietary right in the lands granted to him as such tenant, as aforesaid, shall be as follows, namely: -

\**Firstly*, that the tenant shall duly pay to the Government as purchase-money for the said lands a sum equal to half the market value at the time of allotment of the said lands to be fixed by the Financial Commissioner, whose decision shall be final: provided that the sum so fixed as purchase-money shall not exceed the amount yielded by a rate of Rs. 100 per acre.

*Secondly*, that the tenant shall not acquire any proprietary or other right not conferred upon him as a tenant by the conditions contained in this statement of conditions, and shall continue to be subject to the conditions of the tenancy, unless and until the whole amount of the said purchase-money shall have been duly paid and discharged in manner hereinbefore provided.

---

\*In the statement of conditions for the grant of land to peasants and members of the landed gentry in the Lower Bari Doab Canal Colony no mention is made of the number of instalments in which a tenant proceeding to acquire proprietary rights may pay the purchase-money. Instructions were, however, issued in May, 1916, that each tenant when put in possession of his allotment should be informed that he would be allowed to spread the instalments over 30 years, though it would be open to him to complete the payment sooner should he so desire,—vide Senior Secretary to the Financial Commissioner's letter No. 3179-80, dated the 3rd May 1916. The tenant of course remains a tenant and continues to pay full *malikana* until he has paid the whole of the purchase-money due on his holding.

Alternative conditions are also contained in Punjab Government letter No. 1141-D. (S.), dated 16th September 1927, at page 127.

*Thirdly*, provided that the Collector may refuse to allow the acquisition of proprietary rights to all or any of the tenants of any estate in which any of the following faults or defects are found to exist :—

- (a) Gross or repeated encroachments on the *charagah*, unallotted village site, or public roads or thoroughfares.
- (b) Grossly insanitary conditions, *viz.*, borrow-pits within the compounds of houses; the heaping of manure within compounds, instead of outside the village; the making of village tanks in places other than those indicated by competent authority.
- (c) Persistent neglect of arboriculture in the village site.

But proprietary right may in such cases be acquired, if otherwise allowable, when the defect for which it has been withheld has been remedied.

*Fourthly*, provided also that the Collector may withhold proprietary rights from the tenants of any estate in which the state of crime is such, as in his opinion, to disentitle the villagers to the concession.

*Fifthly*, provided also that proprietary rights may also be withheld from the tenants of any estate in which a breach of the canal or distributary has occurred within five years of the date of the application, if there is reason to believe that such breach was wilfully caused by residents of the estate.

(3) When any tenant shall, under the provisions and in pursuance of the preceding clauses of this condition, have purchased the proprietary right in any lands from the Government and shall have duly paid the whole of the purchase-money therefor to the Government, and shall have complied with all the terms and conditions hereinbefore provided in that behalf, the Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchaser shall thereupon, in respect of the land so purchased, cease to be subject to the conditions herein contained, with the exception of conditions Nos. 6, 7, 8, 9, 13 and 25 of this statement, by which, and by the provisions of Punjab Act, V of 1912, applicable to proprietors of land, he shall continue to be bound.

(4) A tenant who has acquired proprietary right in his tenancy will also receive proprietary right in the land allotted to him in the village site on payment at the same rates as for the tenancy.

#### Arbitration.

25. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto or as to any of the conditions of tenancy or as to any matter or thing anywise connected therewith, the said dispute shall except as provided in clauses 16 and 24 be referred for the arbitration of the Commissioner of the Division whose decision shall be final and conclusive between the Government and the tenant.

### (10) Village Headmen.

*Punjab Government notification No. 22605, dated the 4th December, 1917, as amended by notification No. 19924, dated 12th September, 1919.*

The following statement of conditions on which Government is willing to grant land to village headmen in estates on the Lower Bari Doab Canal is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912 :—

#### STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND TO VILLAGE HEADMEN IN ESTATES ON THE LOWER BARI DOAB CANAL.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912 hereinafter referred to as "the Act aforesaid," and in accordance with section 10 (2) thereof. Conditions issued under Colonization of Government Lands (Punjab) Act, 1912.
2. No headman shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement. Selection of tenants.
3. In this statement of conditions—
  - (a) "the lands" and the "said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy ; Definitions.
  - (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment ;
  - (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid ;
  - (d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.
4. Where any person is granted a tenancy in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 16 of these conditions. Remissions not allowed in respect of land previously allotted.
5. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal ; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. Reservations by Government.

Powers of Government entry.

6. The tenant shall at all times permit any officer or officers of the Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Compensation for damage occasioned by exercise of Government's powers.

7. The Local Government agrees to give to the tenant reasonable compensation either in money or by grant of other land at the discretion of the Local Government for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 5 and clause 6 other than existing rights of way and water and other easements.

Reservation of roads.

8. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

Power to resume land for roads, etc.

9. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith.

No compensation for reservation or resumption of lands or roads.

10. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 8 and 9 but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

Cost of survey, demarcation, roads and culverts.

11. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the cost of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by the Government or by the Collector, respectively.

Boundary marks.

12. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct

boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

13. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible as headman under any track law or rules for the time being in force in the Punjab, which impose duties on village headmen. Responsibilities of tenant with regard to crime.

14. If the tenant is ordered under section 118 of the Code of Criminal Procedure to execute a bond to be of good behaviour [or is restricted any area by an order under section 7, 8 or 12 of the Punjab Habitual Offenders Act (Punjab Act, V of 1918)] or is sentenced to a term of imprisonment of one year or upwards, he shall be deemed to have committed a breach of the conditions of his tenancy and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid. Tenancy liable to resumption on conviction of tenant.

15. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise :— Obligation of loyalty.

16. The tenant shall pay, when due in respect of the said lands, or any part thereof— Payment of land revenue and other charges.

- (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;
- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government ; and all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint :

Provided that the Local Government shall remit the whole demand on account of occupiers' rates in respect of the first two harvests.

Provided also that the Local Government shall remit the whole of the demand on account of land revenue, *malikana*, and cesses in respect of the first two harvests gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal.

Provided also that the Collector shall decide which is the first harvest gathered from the lands of any tenancy cultivated by means

[ ] Added by Punjab Government notification No. 690-D., dated 26th January 1929. This addition will only apply to grants made after the date of this notification.

of irrigation from the Lower Bari Doab Canal and that his decision shall be final.

**Compulsory  
exchange of  
lands of  
tenancy.**

17. The Collector may, with or without the consent of the tenant, upon offering to the tenant, in exchange, an area within the estate or elsewhere as nearly as may be equal in value to the lands of the tenancy, resume the said lands. Any lands so received in exchange by the tenant shall be deemed to be held on the same conditions and subject to the same obligations as the resumed lands.

**Trees and  
brushwood.**

18. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

**Improve-  
ments.**

19. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities sent forth in this statement, shall be entitled to all the products of land other than those specified in clause 5 hereof: provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

**Cultivation of  
lands.**

20. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

**Prohibition  
of local ten-  
ants.**

21. The tenant shall not, without the permission of the Collector, recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous two years shall have cultivated non-colony lands in the Montgomery or Multan District.

**Special  
conditions.**

22. Any tenancy granted on the conditions set forth in this statement shall determine on the decease of the tenant, or on his resignation of or his dismissal from the office of village head man, and on its determination the Collector may forthwith without payment of any compensation resume and re-possess the whole of the said land on behalf of the Government.

23. In the event of the decease or resignation of the tenant, he or his heirs or representatives shall be allowed to remove all sown or standing crops, but if he or such heirs or representatives sow or plant fresh crops after the date of the determination of the tenancy such crops will be liable to confiscation as the property of the Government.

24. In the event of dismissal of the tenant from the office of village headman, all sown or standing crops will be liable to confiscation as the property of the Government, but the Collector may, in lieu of confiscation, permit the tenant to remove them and recover a sum not exceeding double the sum which would have been assessed as land revenue, cesses, *malikana*, and water-rates, if the tenant had remained.

in possession of his tenancy. If the dismissed tenant sow or plant fresh crops after the determination of the tenancy, such crops shall be liable to confiscation as the property of Government.

25. If and whenever any part of the sums of money hereinbefore agreed to be paid by the tenant to the Government shall be in arrears for fifteen days from date of demand made in writing for payment thereof, or there shall be a breach of any of the covenants or duties by or of the tenant herein contained or if the tenant transfers or attempts to transfer the whole or any part of the said lands, then in any such event the Government by any officer duly authorized in this behalf, may re-enter upon the said lands and resume the possession thereof, and immediately thereupon the said tenancy shall absolutely cease and determine.

26. If the tenant fails to perform the duties of village headman to the satisfaction of the Collector, the Collector may, if he so thinks fit in lieu of dismissal, fine such tenant any sum not exceeding Rs. 10 per acre of the holding for each crop for a maximum of four crops in succession. Any fine imposed under this section shall be recoverable as arrears of land revenue.

27. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto or as to any of the conditions of the tenancy or as to any matter or thing anywise connected therewith, the said dispute shall except as provided in clause 16 be referred for the arbitration of the Commissioner of the Division whose decision shall be final and conclusive between the Government and the tenant. Arbitration.

### **(11) Annual Military reward grantees.**

*Notification No. 22887, dated the 13th December, 1918, as amended by notification No. 301-1180-8841, dated 3rd July 1923.*

The following statement of conditions on which Government is willing to grant land to persons selected by the Army Department of the Government of India for military reward grants on the Lower Bari Doab, Upper Chenab and Upper Jhelum Canal is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912 :—

**STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND SITUATED ON THE LOWER BARI DOAB, UPPER CHENAB AND UPPER JHELM CANALS.**

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid," and in accordance with section 10 (2) thereof. Conditions issued under Colonization of Government Lands (Punjab) Act, 1912.



**Definitions.****2. In this statement of conditions—**

- (a) "the lands" and the "said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy ;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment ;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid ;
- (d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1867.

**Remissions not allowed in respect of land previously allotted.**

3. Where any person is granted a tenancy in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 13 of these conditions.

**Reservations by Government.**

4. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal ; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

**Powers of Government entry.**

5. The tenant shall at all times permit any officer or officers of the Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

**Compensation for damage occasioned by exercise of Government's powers.**

6. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 4 and clause 5 other than existing rights of way and water and other easements.

**Reservation of roads.**

7. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25-acre rectangles wherever this may be considered necessary in the public

interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith.

Power to resume land for roads, etc.

9. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 7 and 8 but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

No compensation for reservation or resumption of lands or roads.

10. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the cost of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

Cost of survey, demarcation, roads and culverts.

11. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

Boundary marks.

12. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owner and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen, or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Responsibilities of tenant with regard to crime.

12-A. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

13. The tenant shall pay, when due, in respect of the said lands, or any part thereof—

Payment of land revenue and other charges.

- (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;

- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government ; and all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint :

Provided that the Local Government shall remit the whole of the demand on account of occupiers' rates, land revenue, *malikana* and cesses in respect of the first two harvests gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab and Upper Jhelum Canals and shall remit the whole demand on account of occupiers' rates in respect of the first two harvests, and in the case of colonists from districts other than Montgomery, Multan, Lyallpur, Gujranwala and Lahore for the first four harvests, gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal : and shall remit the whole demand on account of occupiers' rates, land revenue, *malikana* and cesses in respect of the first harvest gathered from the lands of the tenancy when cultivated by means of irrigation from the Upper Chenab Canal :

Provided also that the Collector shall decide which is the first harvest gathered from the lands of any tenancy cultivated by means of irrigation from the aforesaid canals and that his decision shall be final.

14. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allottable area of the estate have been into possession of the tenants.

15. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

16. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 4 hereof : provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

17. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of the commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

18. The tenant shall not, without the permission of the Collector, recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous two years shall have cultivated non-colony lands in the Montgomery or Multan District, if the tenancy is on the Lower Bari Doab Canal, or in the Gujrat or Shahpur District if the tenancy is on the Upper Jhelum Canal. Prohibition of local tenants.

19. If the tenant has previously received from Government any grant of land he is bound to disclose the fact by written acknowledgment to the officer who allots the tenancy to him and before the completion of the allotment. Disclosure of previous grant of Government land.

20. (1) Upon the expiry of seven years from the date of the commencement of the tenancy, or at any time thereafter, during the continuance of the tenancy, the tenant shall, if, during the continuance of the tenancy, he shall have duly complied with and observed each and all of the conditions in this statement of conditions contained, and shall have duly paid, in the manner in the said conditions provided, all sums due to the Government under the provisions of the said conditions and each and all of them, but subject always to the terms and conditions hereinafter in that behalf made and provided, be entitled to receive free of cost from the Government the proprietary right in the said lands, and, in the event of any such grant being duly carried into effect and completed, the grantee and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on account of *malkana*, but subject to the due and regular payment of the land revenue rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf : Proprietary rights.

Provided that the Collector may refuse to allow the acquisition of proprietary rights to the tenant, if any of the following faults or defects are found to exist in the said lands or any site purchased under clause 20 (3) :—

- (a) Gross or repeated encroachments on the *charagah*, unallotted village site, or public roads or thoroughfares.
- (b) Grossly insanitary conditions, *viz.*, borrow-pits within the compounds of houses ; the heaping of manure within compounds instead of outside.

But proprietary rights may in such cases be acquired, if otherwise allowable when the defect for which it has been withheld has been remedied :

Provided also that the Collector may withhold proprietary rights from the tenant if the state of crime in the estate in which the said lands are situated is such as in his opinion to disentitle the tenant to the concession :

Provided also that proprietary rights may be withheld from the tenant if a breach of the canal or distributary has occurred in the estate in which the said lands are situated within five years of the date of

the application for the grant of proprietary rights, if there is reason to believe that such breach was wilfully caused by the tenant or any of the sub-tenants of the said lands.

(2) When any tenant shall, under the provisions and in pursuance of the preceding clauses of this condition, have received the proprietary right in any lands from the Government, and shall have complied with all the terms and conditions hereinbefore provided in that behalf, the Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so received to the grantee, and the grantee shall thereupon, in respect of the land so received cease to be subject to the conditions herein contained, with the exception of conditions Nos. 4, 5, 6, 7, 11, 13 (1) and 21 of this statement, by which, and by the provisions of Punjab Act, V of 1912, applicable to proprietors of land, he shall continue to be bound.

(3) A tenant who has acquired proprietary right in his tenancy may also purchase proprietary right in the land, if any, allotted to him in the village site on payment at the average rate paid or payable for residential sites by other Government tenants in the village.

#### Arbitration.

21. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto or as to any of the conditions of tenancy or as to any matter or thing anywise connected therewith, the said dispute shall except as provided in clause 13 be referred for the arbitration of the Commissioner of the Division whose decision shall be final and conclusive between the Government and the tenant.

### (12) Criminal Tribes.

*Punjab Government notification No. 11429, dated the 28th April, 1929, as amended by notification No. 15945, dated the 27th May 1921.*

The following statement of conditions on which Government is willing to grant land to certain members of the criminal tribes placed in certain agricultural settlements established under section 16 of the Criminal Tribes Act, 1911, on land situated on the Lower Bari Doab Canal, is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912 :—

STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND TO CERTAIN MEMBERS OF THE CRIMINAL TRIBES IN AGRICULTURAL SETTLEMENTS ESTABLISHED UNDER SECTION 16 OF THE CRIMINAL TRIBES ACT ON THE LOWER BARI DOAB CANAL.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid," and in accordance with section 10 (2) thereof.

2. Tenancies granted in accordance with these conditions shall be deemed to be scheduled tenancies within the meaning of section 4 of the said Act. Tenancies schedule 1 under section 4 of the Act.

3. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement. Selection of tenants.

4. In this statement of conditions—

Definitions.

(a) "the lands" and the "said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy ;

(b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment ;

(c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid ;

(d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887 ;

(e) "Special Officer" shall be deemed to mean an officer appointed by the Local Government to supervise the administration of the criminal tribes.

5. A member of a criminal tribe shall be eligible for a grant of land under these conditions if, for a period of ten consecutive years in the case of a member belonging to a settled criminal tribe, and for a period of five consecutive years in the case of a member belonging to a wandering criminal tribe, he has not been convicted. Criminal tribesmen eligible for grants.

6. Members of a criminal tribe who are eligible in accordance with the preceding conditions shall be selected as tenants by the Special Officer, or, if no such officer is appointed, by the District Magistrate of the district in which they reside. Selection of criminal tribesmen as tenants.

7. A tenant receiving a grant of land in accordance with these conditions shall ordinarily receive an allotment of ten acres ; and he shall in his cultivation of the said land be subject to the control of the officer in charge of the settlement in which he is placed. Size of grants to criminal tribesmen.

8. Where any person is granted a tenancy in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 19 of these conditions. Remissions not allowed in respect of land previously allotted.

Conditions on which criminal tribesmen may be transferred to another settlement.

9. Whenever, in the opinion of the Local Government or the Special Officer, it becomes necessary to transfer a tenant from one agricultural settlement to another, the tenant shall surrender his tenancy on conditions that he is granted an equivalent area elsewhere and receives such compensation, if any, as the Special Officer may fix on account of the improvements, if any, which he may have carried out in his tenancy.

In assessing the compensation for improvements the Special Officer may take account of any improvements existing on the land which he receives in exchange. The award of the Special Officer shall be final.

Reservations by Government.

10. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

Powers of Government entry.

11. The tenant shall at all times permit any officer or officers of the Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching, for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Compensation for damage occasioned by exercise of Government's powers.

12. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 10 and clause 11 other than existing rights of way and water and other easements.

Reservation of roads.

13. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

Power to resume land for roads, etc.

14. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for the Government, so much of the

said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith.

15. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 13 and 14 but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

No compensation for reservation or resumption of lands or roads.

16. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the cost of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

Cost of survey, demarcation, roads and culverts.

17. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

Boundary marks.

18. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen, or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Responsibilities of tenant with regard to crime.

19. The tenant shall pay, when due, in respect of the said lands, or any part thereof—

Payment of land revenue and other charges.

- (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;
- (2) *malikana* at double\* such rate or rates as may from time to time be fixed by the Punjab Government for tenants of Government lands granted in the same circle under the conditions published as Punjab Government notification No. 40, dated 31st March, 1915, and all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint :

Provided that the Local Government shall remit the whole of the demand on account of occupiers' rate, land revenue, *malikana*, and

\*NOTE.—The higher rate of *malikana* is justified by the expenditure which Government will incur in providing house for the residence of the tenants and the advance of *takavi* for bullocks, seed, etc., and the tenant will appreciate the grant of occupancy rights at a later stage (*vide* clause (12) 27), by reason of the reduction of *malikana* to one-half.



cesses in respect of the first two harvests, gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal.

Provided also that the Collector shall decide which is the first harvest gathered from the lands of any tenancy cultivated by means of irrigation from the Lower Bari Doab Canal and that his decision shall be final.

**Permanent residence of tenant,**

20. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the Collector directs that he be put in possession of a specified area of land.

**Trees and brushwood.**

21. All brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him. But the tenant shall not be at liberty to cut or sell trees without the permission of the Special Officer or of some person authorized by the Special Officer in this behalf.

**Improvements.**

22. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 10 hereof: provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

**Cultivation of lands.**

23. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

**Prohibition of tenants.**

24. The tenant shall not, without the permission of the Special Officer, recorded in writing, cultivate the said lands or any part thereof by means of any person other than himself or his descendants.

**Disclosure of previous convictions.**

25. If a tenant has been convicted of any offence under Chapter XVII, Indian Penal Code, or under the Criminal Tribes Act, 1911, or of any other non-bailable offence, or has been ordered, under section 118 of the Code of Criminal Procedure, to execute a bond to be of good behaviour he is bound to disclose the fact by a written acknowledgment to the officer who allots the tenancy to him, and before the completion of the allotment, provided that if in the case of a tenant belonging to a settled criminal tribe he has not within 10 years and in the case of a tenant belonging to a wandering criminal tribe he has not within 5 years previous to the commencement of the tenancy, been convicted or ordered to execute a bond to be of good behaviour, no such disclosure shall be necessary.

26. If the tenant is convicted of a non-bailable offence, or an offence under the Criminal Tribes Act, or of a breach of the rules framed under that Act, or is ordered, under section 118 of the Criminal Procedure Code, to execute a bond of good behaviour, or is adjudged by the Special Officer or by the District Magistrate to be guilty of other misconduct which renders him unfit to be a member of the agricultural settlement, he shall be deemed to have committed a breach of these conditions, and shall be liable to removal from the agricultural settlement, and his tenancy shall be liable to resumption under the orders of the Special Officer or of the District Magistrate.

Penalties on  
criminal  
tribesmen.

27. At or after the expiration of 15 years from the date of the commencement of the tenancy the tenant, having duly paid all sums due to Government under the conditions hereinbefore described and having duly observed all the stipulations herein contained and to be by him observed, shall be entitled at any time to receive from the Government a *sanad* giving him a right of occupancy under the Punjab Tenancy Act, XVI of 1887, in the said land : provided that during the said period he has not been reasonably suspected of committing a non-bailable offence, and that the Superintendent of Police, the District Magistrate and the Special Officer, if any, are satisfied that he has completely reformed himself : and provided that the tenant shall hold and possess the said land and every part thereof subject to such conditions as Government may see fit to impose ; and, upon the conferment of such occupancy rights, the tenant shall cease to pay *malikana* at double the usual rates, but shall thereafter be liable to pay *malikana* at the ordinary rates fixed by the Punjab Government.

Occupancy  
rights for  
criminal  
tribesmen.

28. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to any matter in any way relating to the property and rights of Government or as to any of the conditions of the tenancy or as to any matter or thing anywise connected with it, the dispute shall be referred to the Commissioner whose decision shall be final between the Government and the tenant.

Arbitration.

### **(13) Peasants with obligation to maintain roadside trees.**

*Punjab Government notification No. 23591, dated the 5th November, 1919, as amended by notification No. 301-1180-8841, dated the 3rd July 1923.*

The following statement of conditions on which Government is willing to grant land to certain persons for the purpose of securing roadside tree plantation on the Lower Bari Doab Canal is published in

accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912 :—

STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT  
LAND SITUATED ON THE LOWER BARI DOAB CANAL.

**Conditions issued under Colonization of Government Lands (Punjab) Act, 1912.** 1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, herein after referred to as "the Act aforesaid," and in accordance with section 10 (2) thereof.

**Selection of tenants.** 2. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

**Definitions.** 3. In this statement of conditions—

(a) "the lands" and the "said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy ;

(b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment ;

(c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid ;

(d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

**Occupancy rights.** 4. At or after the expiration of five years from the date of the commencement of the tenancy, the tenant having duly paid all sums due to Government under the conditions hereinafter described, and having duly observed all the stipulations herein contained and to be by him observed and in particular the stipulation with regard to the planting and maintenance of roadside trees, as to which the decision of the Collector shall be final shall be entitled at any time to receive from the Government a *sanad* giving him a right of occupancy in the said lands :

Provided that the tenant shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained.

**Remissions not allowed in respect of land previously allotted.** 5. Where any person is granted a tenancy in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 16 of these conditions.

6. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

Reservations  
by Govern-  
ment.

7. The tenant shall at all times permit any officer or officers of the Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Powers of  
Government  
entry.

8. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 6 and clause 7 other than existing rights of way and water and other easements.

Compensation for  
damage occasioned by  
exercise of  
Government's  
powers.

9. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

Reservation  
of roads.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

10. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for the Government, so much of the said lands as may, from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith.

Power to  
resume land  
for roads, etc.

11. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 9 and 10 but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

No compensation for  
reservation  
or resumption  
of lands  
or roads.

**Cost of survey, demarcation, roads and culverts.**

12. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the cost of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

**Boundary marks.**

13. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

**Responsibilities of tenant with regard to crime.**

14. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen, or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

**Tenancy liable to resumption on conviction of tenant.**

15. If the tenant is ordered under section 118 of the Code of Criminal Procedure to execute a bond to be of good behaviour [or is restricted to any area by an order under section 7, 8 or 12 of the Punjab Habitual Offenders Act (Punjab Act, V of 1918)] or is sentenced to a term of imprisonment of one year or upwards, he shall be deemed to have committed a breach of the conditions of his tenancy and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid.

**Obligation of loyalty.**

15-A. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise:—

**Payment of land revenue and other charges.**

16. The tenant shall pay, when due, in respect of the said lands, or any part thereof—

- (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;

[ ] Added by Punjab Government notification No. 690-D, dated 28th January, 1929. This addition will only apply to grants made after the date of this notification.

- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government; and all payments mentioned in this clause shall be made to such persons and at such times, and places as the Collector shall from time to time appoint:

Provided that the Local Government shall remit the whole demand on account of occupiers' rates in respect of the first two harvests. And in the case of colonists from districts other than Montgomery, Multan, Lyallpur, Gujranwala and Lahore for the first four harvests gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal.

Provided also that the Local Government shall remit the whole of the demand on account of land revenue, *malikana*, and cesses in respect of the first two harvests, gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal.

Provided also that the Collector shall decide which is the first harvest gathered from the lands of any tenancy cultivated by means of irrigation from the Lower Bari Doab Canal and that his decision shall be final.

17. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the Collector directs that he be put in possession of a specified area of land and within one year of the same date he shall build a house, to the satisfaction of the Collector, on a site allotted by the Collector, or (with the permission of the Collector) on his own land: provided that, when the tenancy is held jointly by two or more persons, the Collector may, for sufficient reason, excuse any of such joint holders from personal residence in the estate provided, further, that the Collector may excuse any tenant both from personal residence and from building a house if such tenant has already complied with the provision of any clause with regard to personal residence and the building of a house contained in any other statement of conditions under which he has been allotted another tenancy.

17-A. In the case of a tenant who has not received a right of occupancy in his tenancy under clause 4 of these conditions the Collector may, with or without the consent of the tenant, upon offering to the tenant, in exchange, an area in any colony as nearly as may be equal in value to the lands of the tenancy, resume the said lands. Any lands so received in exchange by the tenant shall be deemed to be held on the same conditions and subject to the same obligations as the resumed lands. Government shall pay to the tenant compensation for improvements effected by him in the resumed lands.

18. If within three years from the commencement of allotments of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance,

but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allottable area of the estate have been put into possession of the tenants.

**Trees and  
brushwood.**

19. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

**Improve-  
ments.**

20. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 6 hereof: provided that no water-course shall be made on a plan or in position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

**Cultivation of  
lands.**

21. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

**Prohibition  
of local ten-  
ants.**

22. The tenant shall not, without the permission of the Collector, recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous two years shall have cultivated non-colony lands in the Montgomery or Multan District.

**Disclosure  
of previous  
grant of  
Government  
land.**

23. The tenant is bound (1) if he is in the service of Government or is a pensioner, and has not been selected by the military authorities as such; or (2) if he, or any other member of his family to whose property he has succeeded in whole or part or will succeed if he survives him, has previously received from Government any grant of land to disclose the fact by written acknowledgment to the officer who allots the tenancy to him and before the completion of the allotment.

In this clause the expression "member of his family" means any descendant of the paternal grandfather of the tenant or any descendant of any ancestor of the tenant in the male line whose name has been entered in any record-of-rights as that of a share-holder joint with the tenant in any holding.

**Special  
conditions of  
darakhpal  
tenants.**

24. (1) The tenant shall plant and maintain to the satisfaction of the Collector a line of trees, of such kind and planted at such intervals as the Collector may direct, on both sides of a road to be determined by the Collector for a length calculated at the rate of 1 mile of road for every  $12\frac{1}{2}$  acres comprised in the tenancy. If the tenant fails to plant or maintain such lines of trees to the satisfaction of the Collector he shall be deemed to have committed a breach of the conditions of his tenancy and the Collector may order the resumption of the tenancy as provided in section 2-A\* of the Act aforesaid.

\*"Section 2-A" is a mistake for section 24 which has not been corrected by subsequent notification.

(2) No land revenue, *malikana* or cesses shall be levied in respect of any such lines of trees. Occupier's rate will be levied at the rate fixed for roadside avenues and will be payable by the District Board of the district in which the avenue is situated.

25. (1) Upon the expiry of seven years from the date of the commencement of the tenancy in the said lands, or at any time thereafter, during the continuance of the tenancy, the tenant shall, if, during the continuance of the tenancy, he shall have duly complied with and observed each and all of the conditions in this statement of conditions contained, and shall have duly paid, in the manner in the said conditions provided, all sums due to the Government under the provisions of the said conditions and each and all of them, but subject always to the terms and conditions hereinafter in that behalf made and provided, be entitled to purchase from the Government the proprietary right in the said lands, and, in the event of any such purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on account of *malikana*, but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf. Proprietary rights.

(2) The terms and conditions upon which the tenant may, under the circumstances specified in the preceding clause of this condition, purchase from the Government the proprietary right in the lands granted to him as such tenant, as aforesaid, shall be as follows, namely :—

*Firstly,\** that the tenant shall duly pay to the Government as purchase-money for the said lands a sum equal to half the market value at the time of allotment of the said lands to be fixed by the Financial Commissioner, whose decision shall be final: provided that the sum so fixed as purchase-money shall not exceed the amount yielded by a rate of Rs. 100 per acre.

*Secondly,* that the tenant shall not acquire any proprietary or other right not conferred upon him as a tenant by the conditions contained in this statement of conditions, and shall continue to be subject to the conditions of the tenancy, unless and until the whole amount of the said purchase-money shall have been duly paid and discharged in manner hereinbefore provided.

---

\*In the statement of conditions for the grant of land to peasants and members of the landed gentry in the Lower Bari Doab Canal Colony no mention is made of the number of instalments in which a tenant proceeding to acquire proprietary rights may pay the purchase-money. Instructions were, however, issued in May, 1916, that each tenant when put in possession of his allotment should be informed that he would be allowed to spread the instalments over 30 years, though it would be open to him to complete the payment sooner should he so desire,—vide Senior Secretary to the Financial Commissioners' letter No. 3179-80, dated the 3rd May, 1916. The tenant of course remains a tenant and continues to pay full *malikana* until he has paid the whole of the purchase money due on his holding.

Alternative conditions are also contained in Punjab Government letter No. 4141-D (S.), dated 16th September, 1927, at page 127.



*Thirdly*, provided that the Collector may refuse to allow the acquisition of proprietary rights to all or any of the tenants of any estate in which any of the following faults or defects are bound to exist :—

- (a) Gross or repeated encroachments on the *charagah*, unallotted village site, or public roads or thoroughfares.
- (b) Grossly insanitary conditions, *viz.*, borrow-pits within the compounds of houses ; the heaping of manure within compounds, instead of outside the village ; the making of village tanks in places other than those indicated by competent authority.
- (c) Persistent neglect of arboriculture in the village site.

But proprietary right may in such cases be acquired, if otherwise allowable, when the defect for which it has been withheld has been remedied.

*Fourthly*, provided also that the Collector may withhold proprietary rights from the tenants of any estate in which the state of crime is such as, in his opinion, to disentitle the villagers to the concession.

*Fifthly*, provided also that proprietary right may also be withheld from the tenants of any estate in which a breach of the canal or distributary has occurred within five years of the date of the application, if there is reason to believe that such breach was wilfully caused by the residents of the estate.

(3) When any tenant shall, under the provisions and in pursuance of the preceding clauses of this condition, have purchased the proprietary right in any lands from the Government and shall have duly paid the whole of the purchase-money therefor to the Government and shall have complied with all the terms and conditions hereinbefore provided in that behalf, Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchaser shall thereupon, in respect of the land so purchased, cease to be subject to the conditions herein contained, with the exception of conditions Nos. 6, 7, 8, 9, 13 and 25 of this statement, by which, and by the provisions, of Punjab Act, V of 1912, applicable to proprietors of land, he shall continue to be bound.

(4) A tenant who has acquired proprietary right in his tenancy will also receive proprietary right in the land allotted to him in the village site on payment at the same rates as for the tenancy.

#### Arbitration.

26. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto or as to any of the conditions of tenancy or as to any matter or thing anywise connected therewith the said dispute shall except as provided in clauses 4, 16 and 25 be referred for the arbitration of the Commissioner of the Division whose decision shall be final and conclusive between the Government and the tenant.

### (14) Tenants of "bara" land.

*Punjab Government notification No. 22081, dated the 15th September, 1920, as amended by notification No. 801-1180-8341, dated the 3rd July, 1928.*

The following statement of conditions on which Government is willing to grant land to certain persons of the peasant class on the Lower Bari Doab Canal is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912 :—

#### STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT 'BARA' LAND SITUATED ON THE LOWER BARI DOAB CANAL.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid," and in accordance with section 10 (2) thereof. Conditions issued under Colonization of Government Lands (Punjab) Act, 1912.
2. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement. Selection of tenants.

3. In this statement of conditions—

Definitions.

- (a) "the lands" and the "said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy ;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment ;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid ;
- (d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

4. At or after the expiration of five years from the date of the commencement of the tenancy, the tenant having duly paid all sums due to Government under the conditions hereinafter described and having duly observed all the stipulations herein contained and to be by him observed, shall be entitled at any time to receive from the Government a *sanad* giving him a right of occupancy in the said lands. Provided that the tenant shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained: provided also that the Collector may withhold occupancy rights from any tenant who for want of reasonably assiduous husbandry or from any other cause within his control has failed to bring the said lands up to a reasonable standard of productivity. Occupancy rights.

Remissions not allowed in respect of and previously allotted.

5. Where any person is granted a tenancy in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 17.

Reservations by Government.

6. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal; and (2) all existing rights to and over all mines and minerals coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

Powers of Government entry.

7. The tenant shall at all times permit any officer or officers of the Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Compensation for damage occasioned by exercise of Government's powers.

8. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 6 and clause 7 other than existing rights of way and water and other easements.

Reservation of roads.

9. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25-acre rectangles wherever this may be considered by the Collector necessary in the public interest and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

Power to resume land for roads, etc.

10. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith.

No compensation for reservation or resumption of lands or roads.

11. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 9 and 10 but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

12. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the cost of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

Cost of survey, demarcation, roads and culverts.

13. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

Boundary marks.

14. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen, or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Responsibilities of tenant with regard to crime.

15. If the tenant is ordered under section 118 of the Code of Criminal Procedure to execute a bond to be of good behaviour [or is restricted to any area by an order under section 7, 8 or 12 of the Punjab Habitual Offenders Act (Punjab Act. V of 1918)] or is sentenced to a term of imprisonment or one year or upwards he shall be deemed to have committed a breach of the conditions of his tenancy and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid.

Tenancy liable to resumption on conviction of a tenant.

16. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof either temporarily or permanently and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

Obligation of loyalty.

17. The tenant shall pay, when due in respect of the said lands or any part thereof—

Payment of land revenue and other charges.

- (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;
- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government ; and all payments

mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint :

Provided that the Local Government shall remit the whole the demand on account of occupiers' rates, land revenue, *malikana*, and cesses in respect of the first four harvests and three-quarters or a half of the said charges in the ensuing four harvests ; and may also remit a half of the said charges in the ninth and tenth harvests gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal.

Provided also that the Collector shall decide which is the first harvest gathered from the lands of any tenancy cultivated by means of irrigation from the Lower Bari Doab Canal and what fraction of the charges on account of occupiers' rate, land revenue *malikana* and cesses should be remitted in accordance with the above clause in the six harvests subsequent to the first four harvests and that his decision shall be final.

Permanent  
residence of  
tenant.

18. The tenant shall settle permanently in the estate in which the said lands are situated within one year of the date on which the Collector directs that he be put in possession of a specified area of land and within three years of the same date he shall build a house, to the satisfaction of the Collector, on a site allotted by the Collector, or (with the permission of the Collector) on his own land : provided that, when the tenancy is held jointly by two or more persons, the Collector may, for sufficient reason, excuse any of such joint holders from personal residence in the estate.

Trees and  
brushwood.

19. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

Improve-  
ments.

20. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 6 hereof : provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

Cultivation of  
lands.

21. (1) The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall in each harvest of the first year from the date of commencement of the tenancy cultivate  $\frac{1}{4}$ th of the area recorded, as *bara* in the revenue papers and included in the tenancy. In the second year from such date he shall in the *rabi* harvest cultivate  $\frac{1}{4}$ th of the area so recorded as *bara* and in the *kharif* harvest  $\frac{1}{4}$ th of the area recorded as *bara*, and thereafter he shall keep the whole of the *bara* lands included in the tenancy under cultivation to the extent of one-half thereof.

(2) The tenant shall display reasonable energy and assiduity in the cultivation of the said *bara* lands, and failure to do so to an extent which, in the opinion of the Collector indicates that the tenant is not attempting to bring the said *bara* lands up to a reasonable standard of productivity, shall be deemed to constitute a breach of the conditions of the tenancy justifying the Collector in ordering the resumption of the tenancy.

22. The tenant shall not, without the permission of the Collector recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous two years shall have cultivated non-colony lands in the Montgomery or Multan District. Prohibition of local tenants.

23. The tenant is bound (1) if he is in the service of Government or is a pensioner, and has not been selected by the military authorities as such; or (2) if he, or any other member of his family to whose property he has succeeded in whole or part or will succeed if he survives him, has previously received from Government any grant of land, to disclose the fact by written acknowledgment to the officer who allots the tenancy to him and before the completion of the allotment. Disclosure of previous grant of Government land.

In this clause the expression "member of his family" means any descendant of the paternal grandfather of the tenant or any descendant of any ancestor of the tenant in the male line whose name has been entered in any record-of-rights as that of a share-holder joint with the tenant in any holding.

24. Upon the expiry of seven years from the date of the commencement of the tenancy in the said lands or at any time thereafter, during the continuance of the tenancy, the tenant shall, if, during the continuance of the tenancy, he shall have duly complied with and observed each and all of the conditions in this statement of conditions contained, and shall have duly paid, in the manner in the said conditions provided, all sums due to the Government under the provisions of the said conditions and each and all of them, but subject always to the terms and conditions hereinafter in that behalf made and provided, be entitled to purchase from the Government the proprietary right in the said lands, and, in the event of any such purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on account of *malikana*, but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf. Proprietary rights.

(2) The terms and conditions upon which the tenant may, under the circumstances specified in the preceding clause of this condition, purchase from the Government the proprietary right in the lands granted to him as such tenants, as aforesaid, shall be as follows, namely:—

*\*Firstly*, that the tenant shall duly pay to the Government as purchase-money for the said lands a sum equal to

---

\*Alternative conditions are also contained in Punjab Government letter No. 1141-D (S.), dated 16th September 1927, at page 127.

half the market value at the time of allotment of the said lands to be fixed by the Financial Commissioner, whose decision shall be final provided that the sum so fixed as purchase-money shall not exceed the amount yielded by a rate of Rs. 100 per acre, or be less than the amount yielded by a rate of Rs. 5 per acre.

*Secondly*, that the tenant shall not acquire any proprietary or other right not conferred upon him as a tenant by the conditions contained in this statement of conditions, and shall continue to be subject to the conditions of the tenancy, unless and until the whole amount of the said purchase-money shall have been duly paid and discharged in manner hereinbefore provided.

*Thirdly*, provided that the Collector may refuse to allow the acquisition of proprietary rights to all or any of the tenants of any estate in which any of the following faults or defects are found to exist :—

- (a) Gross or repeated encroachments on the *charagah*, unallotted village site, or public roads or thoroughfares.
- (b) Grossly insanitary conditions, *viz.*, borrow-pits within the compounds of houses ; the heaping of manure within compounds, instead of outside the village ; the making of village tanks in places other than those indicated by competent authority.
- (c) Persistent neglect of arboriculture in the village site.

But proprietary right may in such cases be acquired, if otherwise allowable, when the defect for which it has been withheld has been remedied.

*Fourthly*, provided also that the Collector may withhold proprietary right from the tenants of any estate in which the state of crime is such as, in his opinion, to disentitle the villagers to the concession.

*Fifthly*, provided also that proprietary right may also be withheld from the tenants of any estate in which a breach of the canal or distributary has occurred within five years of the date of the application, if there is reason to believe that such breach was wilfully caused by residents of the estate.

(3) When any tenant shall, under the provisions and in pursuance of the preceding clauses of this condition, have purchased the proprietary right in any lands from the Government and shall have duly paid the whole of the purchase-money therefor to Government, and shall have complied with all the terms and conditions hereinbefore provided in that behalf, the Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchaser shall thereupon, in respect of the land so purchased, cease to be subject

to the conditions herein contained, with the exception of conditions Nos. 6, 7, 8, 9, 13 and 25 of this statement, by which, and by the provisions of Punjab Act, V of 1912, applicable to proprietors of land, he shall continue to be bound.

(4) A tenant who has acquired proprietary right in his tenancy will also receive proprietary rights in the land allotted to him in the village site on payment at the same rates as for the tenancy.

25. In the event of any dispute except as provided in clause 4, **Arbitration.** arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government or as to any matter or thing in any way relating thereto or as to any of the conditions of the tenancy or as to any matter or thing anywise connected therewith, the said dispute shall except as provided in clauses 16 and 24 be referred for the arbitration of the Commissioner of the Division whose decision shall be final and conclusive between the Government and the tenant.

### **(15) Tenants of "inferior" lands (resumable-half grants).**

*Punjab Government notification No. 8162, dated the 17th March, 1922, as amended by notification No. 301-1180-8341, dated the 3rd July, 1923.*

The following statement of conditions on which Government is willing to grant land to certain persons of the peasant class on the Lower Bari Doab Canal is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912 :—

#### **STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT "INFERIOR" LANDS SITUATED ON THE LOWER BARI DOAB CANAL.**

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid," and in accordance with section 10 (2) thereof. **Conditions issued under Colonization of Government Lands (Punjab Act, 1912.**

2. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement. **Selection of tenants.**

3. In this statement of conditions—

(a) "the lands" and the "said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy ; **Definitions.**



- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment ;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid ;
- (d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

Occupancy rights.

4. At or after the expiration of five years from the date of the commencement of the tenancy, the tenant having duly paid all sums due to Government under the conditions hereinafter described, and having duly observed all the stipulations herein contained and to be by him observed shall be entitled at any time to receive from the Government a *sanad* giving him a right of occupancy in half the said lands the area in which such right is to be granted being selected by the Collector, whose decision shall be final. On the right of occupancy being granted as aforesaid the tenant shall relinquish his tenancy in the remaining half of the said lands and shall hand over the same to the Government.\* Provided that the tenant shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained provided also that the Collector may withhold occupancy rights from any tenant who for want of reasonably assiduous husbandry or from any other cause within his control has failed to bring the said lands up to a reasonable standard of productivity.

Remissions not allowed in respect of land previously allotted.

5. Where any person is granted a tenancy in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not enjoy any new period of remission in addition to that enjoyed by the original tenant under clause 17 of those conditions.

Reservations by Government.

6. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal ; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

Powers of Government entry.

7. The tenant shall at all times permit any officer or officers of the Government to enter into and upon the whole or any part of the

\*Decided in Punjab Government letters Nos. 1753-D, dated the 26th April, 1926 and No. 3685-C, dated the 29th September, 1932, that the tenants holding half-resumable grants should be given occupancy rights in the whole of their grants as they become entitled to such rights in the portions of their tenancies hitherto regarded as non-resumable. The grants will then be converted into grants on the ordinary abadkari conditions of the colony. It is however essential that in order to preserve the unit of one rectangle as the unit of peasant allotment, the tenant shall be required to bring in a co-sharer into his grant where this is necessary. If the tenant has two sons or more he shall be allowed to bring two or more in as co-sharers, but one son shall not be accepted.

lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

8. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 6 and clause 7 other than existing rights of way and water and other easements.

Compensation for damage occasioned by exercise of Government's powers.

9. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

Reservation of roads.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25 acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

10. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for the Government so much of the said lands as may from time to time, in the opinion of said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith.

Power to resume land for roads, etc.

11. No compensation shall be claimable by the tenant or any other persons in respect of such reservation or resumption as is referred to in clauses 9 and 10 but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

No compensation for reservation or resumption of lands or roads.

12. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the cost of keeping such roads and culverts in proper repair. The amount of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such time as may be fixed by Government or by the Collector, respectively.

Cost of survey, demarcation, roads and culverts.

13. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

Boundary marks.

Responsibilities of tenant with regard to crime.

14. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen, or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Tenancy liable to resumption on conviction of tenant.

15. If the tenant is ordered under section 118 of the Code of Criminal Procedure to execute a bond to be of good behaviour [or is restricted to any area by an order under section 7, 8, or 12 of the Punjab Habitual Offenders Act (Punjab Act V of 1918)] or is sentenced to a term of imprisonment of one year or upwards, he shall be deemed to have committed a breach of the conditions of his tenancy and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid.

Obligation of loyalty.

16. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

Payment of land revenue and other charges.

17. The tenant shall pay, when due, in respect of the said lands, or any part thereof—

- (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force.
- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government; and all payments mentioned in this clause shall be made to such persons and at such time and places as the Collector shall from time to time appoint:

Provided that the Local Government shall remit the whole demand on account of occupiers' rates, land revenue, *malikana*, and cesses in respect of the first four harvests gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal.

Provided also that the Collector shall decide which is the first harvest gathered from the lands of any tenancy cultivated by means of irrigation from the Lower Bari Doab Canal and that his decision shall be final.

Permanent residence of

18. The tenant shall settle permanently in the estate in which the said lands are situated within one year of the date on which the Collector directs that he be put in possession of a specified area of land

[ ] Added by Punjab Government Notification No. 690-D, dated 26th January, 1929. This addition will only apply to grants made after the date on this notification.

and within three years of the same date he shall build a house, to the satisfaction of the Collector, on a site allotted by the Collector, or (with the permission of the Collector) on his own land : provided that, when the tenancy is held jointly by two or more persons, the Collector may, for sufficient reason, excuse any of such joint holders from personal residence in the estate.

19. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him. Trees and brushwood.

20. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 6 hereof : provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department. Improvements.

21. (1) The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall cultivate one-quarter of the area thereof in each harvest in the first year from the date of commencement of the tenancy, and in the second year from such date shall cultivate one-quarter of the area of the said lands in the *rabi* harvest and one-third in the *kharif* harvest, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof. Cultivation of lands.

(2) The tenant shall display reasonable energy and assiduity in the cultivation of the said lands, and failure to do so to an extent which, in the opinion of the Collector, indicates that the tenant is not attempting to bring the said lands up to a reasonable standard of productivity, shall be deemed to constitute a breach of the conditions of the tenancy justifying the Collector in ordering the resumption of the tenancy.

22. The tenant shall not, without the permission of the Collector, recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous two years shall have cultivated non-colony lands in the Montgomery or Multan District. Prohibition of local tenants.

23. The tenant is bound (1), if he is in the service of Government or is a pensioner, and has not been selected by the military authorities as such ; (2) if he, or any other member of his family to whose property he has succeeded in whole or part or will succeed if he survives him, has previously received from Government any grant of land to disclose the fact by written acknowledgment to the officer who allots the tenancy to him and before the completion of the allotment. Disclosure of previous grant of Government land.

In this clause the expression " member of his family " means any descendant of the paternal grandfather of the tenant or any descendant of any ancestor of the tenant in the male line whose name has been entered in any record-of-rights as that of a share-holder joint with the tenant in any holding.

Proprietary  
rights.

24. (1) Upon the expiry of seven years from the date of the commencement of the tenancy in the said lands or at any time thereafter, during the continuance of the tenancy, the tenant shall, if, during the continuance of the tenancy, he shall have duly complied with and observed each and all of the conditions in this statement of conditions contained, and shall have duly paid, in the manner in the said conditions provided, all sums due to the Government under the provisions of the said conditions and each and all of them, but subject always to the conditions hereinafter in that behalf made and provided, be entitled terms and to purchase from the Government the proprietary right in the lands in which he has obtained occupancy rights, and, in the event of any such purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on account of *malikana*, but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf.

(2) The terms and conditions upon which the tenant may, under the circumstances specified in the preceding clause of this condition, purchase from the Government the proprietary right in the lands granted to him as such tenant, as aforesaid, shall be as follows, namely :—

*\*Firstly*, that the tenant shall duly pay to the Government as purchase money for the lands to be purchased a sum equal to half the market value at the time of allotment of the said lands to be fixed by the Financial Commissioner, whose decision shall be final; provided that the sum so fixed as purchase-money shall not exceed the amount yielded by a rate of Rs. 100 per acre or be less than the amount yielded by a rate of Rs. 25 per acre.

*Secondly*, that the tenant shall not acquire any proprietary or other right not conferred upon him as a tenant by the conditions contained in this statement of conditions, and shall continue to be subject to the conditions of the tenancy, unless and until the whole amount of the said purchase-money shall have been duly paid and charged in manner hereinbefore provided.

*Thirdly*, provided that the Collector may refuse to allow the acquisition of proprietary rights to all or any of the tenants of any estate in which any of the following faults or defects are found to exist :—

- (a) Gross or repeated encroachments on the *charagah*, unallotted village site, or public roads or thoroughfares.
- (b) Grossly insanitary conditions, viz., borrow-pits within the compounds of houses; the heaping of manure within

\*Alternative conditions are also contained in Punjab Government letter No. 1141-D (S.), dated the 16th September, 1927, at page 127.

compounds, instead of outside the village ; the making of village tanks in places other than those indicated by competent authority.

(c) Persistent neglect of arboriculture in the village site.

But proprietary right may in such cases be acquired, if otherwise allowable, when the defect for which it has been withheld has been remedied.

*Fourthly*, provided also that the Collector may withhold proprietary right from the tenants of any estate in which the state of crime is such as, in his opinion, to disentitle the villagers to the concession.

*Fifthly*, provided also that proprietary right may also be withheld from the tenants of any estate in which a breach of the canal or distributary has occurred within five years of the date of application, if there is reason to believe that such breach was wilfully caused by residents of the estate.

(3) When any tenant shall, under the provisions and in pursuance of the preceding clauses of this condition, have purchased the proprietary right in any lands from the Government and shall have duly paid the whole of the purchase-money therefor to Government, and shall have complied with all the terms and conditions hereinbefore provided in that behalf, the Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchaser shall thereupon, in respect of the land so purchased, cease to be subject to the conditions herein contained, with the exception of conditions Nos. 6, 7, 8, 9, 13 and 25 of this statement, by which, and by the provisions of Punjab Act, V of 1912, applicable to proprietors of land, he shall continue to be bound.

(4) A tenant who has acquired proprietary right in his tenancy will also receive proprietary right in the land allotted to him in the village site on payment at the same rates as for the tenancy.

25. In the event of any dispute except as provided in clause 4 ~~Arbitration~~ arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government or as to any matter or thing anywise connected therewith the said dispute shall except as provided in clauses 16 and 24 be referred for the arbitration of the Commissioner of the Division whose decision shall be final and conclusive between the Government and the tenant.

## **(16) Cow-breeding conditions governing Janglis and Sayyads.**

*Notification No. 20668, dated the 7th August, 1922.*—The following statement of conditions on which Government is willing to grant land

to certain Janglis and Sayyads on the Lower Bari Doab Canal is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, 1912.

STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND SITUATED ON THE LOWER BARI DOAB CANAL.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid" and in accordance with section 10 (2) thereof.

2. No person shall be entitled as of right to become a tenant that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

3. In this statement of conditions :—

- (a) "the lands" and the "said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid;
- (d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

4. At or after the expiration of five years from the date of the commencement of the tenancy; the tenant, having duly paid all sums due to Government under the conditions hereinafter described and having duly observed all the stipulations herein contained and to be by him observed, shall be entitled at any time to receive from the Government a *Sanad* giving him a right of occupancy in the said lands: Provided that the tenant shall hold and possess the said lands and every part thereof, subject for ever to all the provisions and stipulations herein contained.

5. Where any person is granted a tenancy in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 16 of these conditions.

6. The Local Government does not grant to the tenant but hereby absolutely excepts and reserves to itself out of and in respect of the said lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilised for the distributary channels of the canal; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and

quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

7. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

8. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 6 and clause 7 other than existing rights of way and water and other easements.

9. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves, all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25 acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

10. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for the Government so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, watercourses or any works connected therewith.

11. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 9 and 10, but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

12. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate and also with the costs of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.



13. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

14. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

15. If the tenant is ordered, under section 118 of the Code of Criminal Procedure, to execute a bond to be of good behaviour or is sentenced to a term of imprisonment of one year or upwards, he shall be deemed to have committed a breach of the conditions of his tenancy and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid.

15-A. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which tenant may be liable under these conditions or otherwise.

16. The tenant shall pay, when due, in respect of the said lands or any part thereof—

(1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;

(2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government ; and

all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint :

Provided that the Local Government shall remit the whole demand on account of occupiers' rates in respect of the first two harvests, and in the case of colonists from districts other than Montgomery, Multan, Lyallpur, Gujranwala and Lahore for the first four harvests, gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal :

Provided also, that the Local Government shall remit the whole of the demand on account of land revenue, *malikana* and cesses in respect of the first two harvest, gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal :

Provided also, that the Collector shall decide which is the first harvest gathered from the lands of any tenancy cultivated by means of irrigation from the Lower Bari Doab Canal, and that his decision shall be final.

17. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the Collector directs that he be put in possession of a specified area of land, and within one year of the same date he shall build a house to the satisfaction of the Collector on a site allotted by the Collector or (with the permission of the Collector) on his own land: Provided that when the tenancy is held jointly by two or more persons, the Collector may, for sufficient reason, excuse any of such joint holders from personal residence in the estate.

17-A. In the case of a tenant who has not received a right of occupancy in his tenancy under clause 4 of these conditions, the Collector may, with or without the consent of the tenant, upon offering to the tenant, in exchange, an area in any colony as nearly as may be equal in value to the lands of the tenancy, resume the said lands. Any land so received in exchange by the tenant shall be deemed to be held on the same conditions, and subject to the same obligations as the resumed lands. The Government shall pay to the tenant compensation for improvements effected by him in the resumed lands.

18. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case, the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allotable area of the estate have been put into possession of the tenants.

19. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

20. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 6 hereof: Provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

21. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

22. The tenant shall not, without the permission of the Collector recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous two years shall have cultivated non-colony lands in the Montgomery or Multan District.

23. The tenant is bound—

- (1) if he is in the service of Government or is a pensioner, and has not been selected by the Military authorities as such ;  
or
- (2) if he, or any other member of his family to whose property he has succeeded in whole or part or will succeed if he survives him, has previously received from Government any grant of land ;

to disclose the fact by written acknowledgment to the officer who allots the tenancy to him and before the completion of the allotment.

In this clause the expression “ member of his family ” means any descendant of the paternal grand-father of the tenant or any descendant of any ancestor of the tenant in the male line whose name has been entered in any record-of-rights as that of a share-holder joint with the tenant in any holding.

24. The tenant shall maintain on the said lands two cows for every rectangle irrigated and one cow for every rectangle unirrigated, the cows to be of a breed and quality approved by the Chief Superintendent, Civil Veterinary Department, Punjab.

25. (1) Upon the expiry of five years from the conferment under clause 4 of a right of occupancy in the said lands or at any time thereafter, during the continuance of the tenancy, the tenant shall, if, during the continuance of the tenancy, he shall have duly complied with and observed each and all of the conditions in this statement of conditions contained, and shall have duly paid, in the manner in the said conditions provided, all sums due to the Government under the provision of the said conditions and each and all of them, but subject always to the terms and conditions hereinafter in that behalf made and provided, be entitled to purchase from the Government the proprietary right in the said lands, and, in the event of any such purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on account of *malikana*, but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf.

(2) The terms and conditions upon which the tenant may, under the circumstances specified in the preceding clause of this condition, purchase from the Government the proprietary right in the lands granted to him as such tenant, as aforesaid, shall be as follows, namely :—

*Firstly*, that the tenant shall duly pay to the Government as purchase money for the said lands the amount yielded by a rate of Rs. 150 per acre.

*Secondly*, that the tenant shall not acquire any proprietary or other right, not conferred upon him as a tenant by the conditions contained in this statement of conditions, and shall continue to be subject to the conditions of the tenancy, unless and until the whole amount of the said purchase money shall have been duly paid and discharged in manner hereinbefore provided.

*Thirdly*, provided that the Collector may refuse to allow the acquisition of proprietary rights to all or any of the tenants of any estate in which any of the following faults or defects are found to exist :—

- (a) Gross or repeated encroachments on the *charagah*, unallotted village site, or, public roads or thoroughfares.
- (b) Grossly insanitary conditions, *viz.*, borrow-pits within the compounds of houses ; the heaping of manure within compounds instead of outside the village ; the making of village tanks in places other than those indicated by competent authority.
- (c) Persistent neglect of arboriculture in the village site.

But proprietary right may in such cases be acquired, if otherwise allowable, when the defect for which has been withheld has been remedied.

*Fourthly*, provided also that the Collector may withhold proprietary rights from the tenants of any estate in which the state of crime is such as in his opinion to disentitle the villagers to the concession.

*Fifthly*, provided also that proprietary right may also be withheld from the tenant of any estate in which a breach of the canal or distributary has occurred within five years of the date of the application, if there is reason to believe that such breach was wilfully caused by residents of the estate.

(8) When any tenant shall, under the provisions and in pursuance of the preceding clauses of this condition, have purchased the proprietary right in any lands from the Government and shall have duly paid the whole of the purchase money therefor to the Government and shall have complied with all the terms and conditions hereinbefore provided in that behalf, the Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchaser shall thereupon in respect of the land so purchased cease to be subject to the conditions herein contained, with the exception of conditions Nos. 6, 7, 8, 9, 13, 15-A, 24 and 26 of this statement, by which and by the provisions of Punjab Act V of 1912 applicable to proprietors of land, he shall continue to be bound.

(4) A tenant who has acquired proprietary right in his tenancy will also receive proprietary right in the land allotted to him in the village site on payment at the same rates as for the tenancy.

26. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of tenancy or as to any matter or thing anywise connected therewith, the said dispute shall, except as provided in clauses 16 and 24 be referred for the arbitration of the Commissioner of the Division, whose decision shall be final and conclusive between the Government and the tenant.

### **(17) Tenants of Inferior Land.**

*Notification No. 801-1666-5536, dated 16th April 1924.*—The following statement of conditions on which Government is willing to grant inferior lands in the Lower Bari Doab Canal Colony is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, 1912 (V of 1912) :—

#### **STATEMENT OF CONDITIONS UPON WHICH THE PUNJAB GOVERNMENT IS PREPARED TO GRANT INFERIOR LANDS IN THE LOWER BARI DOAB CANAL COLONY.**

1. This statement of conditions is issued subject to the provision of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid," and in accordance with section 10 (2) thereof.

2. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

3. In this statement of conditions —

- (a) "the lands" and the "said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy ;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment ;
- (c) "Collector" and "Commissioner" shall have the meanings, assigned to them in section 3 of the Act aforesaid ;
- (d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

4. When any person is granted a tenancy in accordance with these conditions in respect of land any part of which has already been broken up such tenant shall not enjoy any period of remissions : provided that where not more than half of his tenancy has already been broken up such tenant shall enjoy half the remissions due under clause 16.

5. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by Government in respect of the said lands for any part thereof.

6. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands, and do all acts and things that may be necessary or expedient for the purposes of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

7. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clauses 5 and 6 other than existing rights of way and water and other easements.

8. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25 acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated, wherever the Collector considers this necessary in order to replace an existing thoroughfare.

9. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for Government, so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith.

10. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 8 and 9, but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

11. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estates in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also

with the costs of keeping such roads and culverts in proper repair. The amount of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

12. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

13. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of lands by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any such law or rules for the time being in force in the Punjab.

14. If the tenant is ordered under section 118 of the Code of Criminal Procedure to execute a bond to be of good behaviour, or is sentenced to a term of imprisonment of one year or upwards he shall be deemed to have committed a breach of the conditions of his tenancy, and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid.

15. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

16. The tenant shall pay when due in respect of the said lands or any part thereof—

- (i) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;
- (ii) *malikana* at the rate of Re. 1 per acre of the total area included in the tenancy.

All payments mentioned in this clause shall be made to such persons and at such time and places as the Collector shall from time to time appoint : provided that the Local Government shall remit the whole of the demand on account of occupiers' rates, land revenue, and cesses in respect of the first four harvests gathered from the land of the tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal. Provided also that the Collector shall decide which is the first harvest gathered from the lands of any tenancy cultivated by means of irrigation from the Lower Bari Doab Canal, and that his decision shall be final.

17. The tenant shall settle permanently in the estate in which the said lands are situated within 6 months of the date on which the Collector directs that he be put in possession of a specified area of land, and within one year of the same date he shall build a house to the satisfaction of the Collector on a site allotted by the Collector or (with the permission of the Collector) on his own land, provided that, when the tenancy is held jointly by two or more persons, the Collector may for sufficient reason excuse any such joint holders from personal residence in the estate provided further that the Collector may excuse any tenant both from personal residence and from building a house if such tenant had already complied with the provision of any clause with regard to personal residence and the building of a house contained in any other statement of conditions under which he has been allotted another tenancy on the Lower Bari Doab Canal : provided further that where the tenancy is in excess of 50 acres instead of himself settling on the estate in which the said lands are situated the tenant may cause some competent member of his family or other person approved in either case, by the Collector to so settle within 6 months of the date on which the Collector directs that he be put in possession of a specified area of land, and whether he himself so settles or causes some member of his family or other person to so settle he shall within one year of the same date either himself build or cause to be built a house to the satisfaction of the Collector on a site allotted by the Collector or with the permission of the Collector on his own land.

18. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allottable area of the estate have been put into possession of the tenants.

19. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

20. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 5 hereof : provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

21. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement



of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

22. The tenant shall not, without the permission of the Collector, recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous two years shall have cultivated non-colony lands in the Montgomery or Multan District.

23. Upon the expiry of five years from the date of the commencement of a tenancy the tenant shall pay to Government as purchase money for the said lands the amount yielded by the rate per acre fixed in the manner prescribed by the Local Government and shall pay interest at the rate of 6 per cent. per annum on any portion of the purchase money unpaid after that date.

24. (1) Upon payment in full of the purchase money the tenant shall, if during the continuance of the tenancy, he shall have duly complied with and observed each and all of the conditions in the statement of conditions contained, and shall have duly paid, in the manner in the said conditions provided, all sums to Government under the provisions of the said conditions and each and all of them but subject always to the terms of the conditions hereinafter in that behalf made and provided be entitled to receive from Government the proprietary right in the said lands, and in the event of any such grant being duly carried into effect and completed the grantee and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right free of any payment on account of *malikana* but subject to the due and regular payment of the land revenue rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf : provided that—

*Firstly*, the Collector may refuse to allow the acquisition of proprietary rights to all or any of the tenants of any estate in which any of the following faults or defects are found to exist :—

- (a) Gross or repeated encroachments on the *charagah*, unallotted village site, or public roads or thoroughfares.
- (b) Grossly insanitary conditions, *viz.*, borrow-pits within the compounds of houses ; the heaping of manure within compounds instead of outside the village ; the making of village tanks in places other than those indicated by competent authority.
- (c) Persistent neglect of arboriculture in the village site.

But proprietary rights may in such cases be acquired, if otherwise allowable, when the defect for which it has been withheld has been remedied.

*Secondly*, provided also that the Collector may withhold proprietary rights from the tenants of any estate in which the state of crime is such, as, in his opinion, to disentitle the villagers to the concession.

*Thirdly*, provided also that proprietary rights may also be withheld from the tenant of any estate in which a breach of the canal or distributary has occurred within five years of the date of the application, if there is reason to believe that such breach was wilfully caused by residents of the estate.

(2) When any tenant shall, under the provisions and in pursuance of the preceding clauses of this condition have received the proprietary right in any lands from Government and shall have duly paid the whole of the purchase-money therefor to Government and shall have complied with all the terms and conditions, hereinbefore provided in that behalf, Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchaser shall thereupon, in respect of the land so purchased, cease to be subject to the conditions herein contained, with the exceptions of conditions Nos. 5, 6, 7, 8, 12 and 25 of this statement by which, and by the provisions of Punjab Act, V of 1922, applicable to proprietors of land he shall continue to be bound.

(8) A tenant who has acquired proprietary right in his tenancy, will also receive proprietary right in the land if any allotted to him in the village site on payment at the rate of Rs. 100 per acre.

25. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto or as to any of the conditions of the tenancy or as to any matter or thing anywise connected with it, the dispute shall, except as provided in clauses 16 and 24, be referred for the arbitration of the Commissioner of the Division whose decision shall be final and conclusive between the Government and the tenant.

### **(18) Garden Tenants.**

*Notification No. 130-D., dated the 9th January 1928.*—The following is a statement of conditions on which Government is willing to grant land at Okara, in the Montgomery district for gardens, and is issued in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912 :—

**STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND AT OKARA IN THE MONTGOMERY DISTRICT FOR GARDENS.**

1. This statement is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, V of 1912, hereinafter referred to as "the said Act" and in accordance with section 10 (2) thereof.

2. In this statement—

- (a) "the lands" and "the said lands" shall mean the lands included in the tenancy;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the said Act.
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the said Act.

3. The Local Government does not grant to the tenant but hereby absolutely excepts and reserves to itself out of and in respect of the said lands, all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

4. The tenant shall at all times permit the officers of Government to enter and do all acts and things that may be necessary and expedient for the purposes of searching for, working, getting or carrying away any such mines, and minerals, coals, gold-washings, earth-oil and quarries and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth oil, quarries and easements in or under the said lands and all parts thereof.

5. The tenant may reserve not more than one acre for buildings and a well or tank, out of 6 acres of land allotted to him. Any buildings erected thereon shall be according to plans approved by the Collector and the tenant shall not erect any residential buildings or shops on the land.

6. The tenant shall plant up 5 acres with fruit and ornamental trees according to a plan approved by the Collector in consultation with the Fruit Specialist to Government, Punjab. He shall also be bound to follow the instructions of the Fruit Specialist in the selection of trees and in their culture and maintenance.

7. The tenant shall within one year from the date of the Commencement of the tenancy, plant up at least one acre of the said lands and shall thereafter plant up at least one more acre each year so that within 5 years the whole area of 5 acres is under plantation. It will be at the discretion of the tenant to plant the said area quicker than this, if he likes.

8. The tenant shall within the first year from the date of the commencement of the tenancy, sink a well or construct a pacca tank not less than 20 feet square and 5 feet deep.

9. The tenant shall not use the said lands for the cultivation of any crops, other than vegetables or fruit trees.

10. The tenant shall pay when due, in respect of the said lands or any part thereof to such person and at such times and places as the Collector may from time to time appoint, all land revenue assessments,

occupier's rate, cesses, local rates and other charges, imposed by competent authority under any law for the time being in force. He shall also pay rent at the rate of Rs. 20 per acre per annum for the first five years of the tenancy and thereafter shall pay Rs. 30 per acre per annum.

11. The tenant shall be bound to be and to remain at all times of loyal behaviour and to render active support to Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

12. The tenancy shall be for a period of 15 years, and on the expiry of that period the tenant shall be entitled to purchase from Government the proprietary rights in the said lands, paying therefor at the rate of Rs. 1,000 per acre in a lump sum in advance, provided that the tenant shall not be entitled to purchase the proprietary rights if in the meantime he has neglected or failed to observe or perform any of the conditions herein contained in maintaining the garden to the satisfaction of the Collector and the Fruit Specialist to Government, Punjab, or has neglected or failed to pay any sums due to Government as herein provided.

Provided that during the continuance of the tenancy the tenant may, with the permission of the Collector, purchase proprietary rights at any earlier date, not before 5 years from the date of the commencement of the tenancy, if the Fruit Specialist certifies that the whole garden has been satisfactorily planted and all the trees properly matured. Such proprietary rights shall not pass to the tenant until the whole of the purchase-money has been paid, and in the meantime the tenant shall retain the status of tenant and be bound by these conditions in all respects, including the payment of rent. When the purchase-money has been paid in full, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary rights free of any payment on account of rent but subject to the due and regular payment of the land revenue, the rates and cesses and all other charges or local rates leviable in respect thereof under any law for the time being in force in that behalf; provided further that the purchaser shall continue, after completion of the purchase, to be subject to conditions 3, 4, 9, 11, 15 and 18 of this statement and to such of the provisions of the Colonization of Government Lands (Punjab) Act, 1912, as are applicable to proprietors of land.

13. When the tenant shall, under the provisions and in pursuance of the preceding clause of these conditions, have purchased the proprietary right in the said lands from Government, and shall have duly paid the whole of the purchase-money therefor, and shall have complied with all the terms and conditions hereinbefore provided in that behalf,

Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, subject to the conditions and reservations laid down in the preceding clause.

14. The tenant shall not sublet the garden without the written permission of the Collector until such time as he acquires proprietary rights.

15. If the said lands are used, either before or after the acquisition of proprietary rights, for any other purpose than those that of a garden, the Collector may resume the said lands and eject the grantee without giving any compensation.

16. If the tenant fails or neglects to perform or observe any of the conditions in whole or in part, then the Collector shall be entitled to cancel the tenancy and to eject the tenant forthwith and resume the site without payment of any compensation.

17. If a tenant voluntarily gives up his garden, or if it is resumed for breach of any of the conditions, he shall remain responsible for payment of the rent fixed for the full period of 15 years from the date of the commencement of the tenancy, or for 10 years, whichever is less.

18. In the event of any dispute arising between the Government and the tenant as to the property and rights hereby reserved to Government or granted to the tenants, or as to any matter in any way relating thereto or as to any of the conditions of the grant, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Commissioner, whose decision shall be final and conclusive between Government and the tenant.

### **(19) Hereditary Landed Gentry and Civil non-official reward grantees.**

*Notification No. 1917-C., dated the 2nd June 1980.*—The following statement of conditions, on which Government is willing to grant land to members of the hereditary landed gentry and to Civil non-official reward grantees in the Lower Bari Doab Canal Colony, and the Lower Chenab Colony is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912 :—

Conditions  
issued under  
Colonization  
of Govern-  
ment Lands  
(Punjab) Act,  
1912.  
Selection of  
tenants.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the said Act" and in pursuance of the provisions of sub-section (2) of section 10 thereof.

2. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

3. In this statement of conditions :—

Definitions.

- (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy.
- (b) "the date of the commencement of the tenancy" means the date of the written order referred to in sub-sections (3) and (4) of section 10 of the said Act confirming the allotment.
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the said Act.
- (d) "improvements" means improvements as defined in clause (19) of section 4 of the Punjab Tenancy Act, 1887.

4. (1) Upon or after the expiration of five years from the date of commencement of the tenancy, the tenant, having duly paid all sums due to Government under the conditions hereinafter described and having duly observed all the stipulations herein contained and to be by him observed shall be entitled at any time to receive from the Government a *Sanad* giving him a right of occupancy in the said lands, provided that the tenants shall hold and possess the said lands and every part thereof, subject for ever to all the provisions and stipulations herein contained. Occupancy rights.

Provided also that the Collector may refuse to allow the acquisition of occupancy rights by all or any of the tenants of any estate if for reasons to be recorded in writing he finds that—

- (a) there have been in the estate gross or repeated encroachment on the *charagah*, unallotted village site or public roads or thoroughfares, or
- (b) the condition of the estate is grossly insanitary; or
- (c) there has been a persistent neglect of arboriculture in the village site.

*Explanation.*—The existence of a borrow pit within the compound of a house, or of a heap of manure within a village site or of a tank in a place other than a place indicated for the purpose of a tank by competent authority shall be deemed to be proof that the estate concerned is in a grossly insanitary conditions for the purpose of this clause.

(2) When a Collector has under the provisions of clause (1) of this condition refused to allow occupancy rights to be acquired, he may notwithstanding such refusal allow them to be acquired after the encroachment, insanitary state or neglect as the case may be, has been removed.

5. No initial remissions of land revenue, *malikana*, occupiers' Initial remissions. rates or cesses shall be granted. The Collector shall decide from what harvest the tenancy shall be deemed to have begun. All such demands shall then become due for that harvest. The Collector's decision shall be final.

6. The Local Government does not grant to the tenant but hereby Reservations by Government. absolutely excepts, and reserves to itself out of and in respect of the said lands, all existing rights to and over all mines and minerals, coals,

gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by Government in respect of the said lands or any part thereof.

**Powers of Government entry.**

7. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coal, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

**Compensation for damage occasioned by exercise of Government's powers. Reservation of roads.**

8. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 7 and clause 8 other than existing rights of way and water and other easements.

9. The Local Government excepts and reserves the right of the public to traverse a width of  $16\frac{1}{2}$  feet along one side of the lines bounding  $\frac{25 \text{ acre rectangles}}{27.7 \text{ acre squares}}$  wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 8 karams otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare; and the tenant is prohibited from cultivating or otherwise obstructing the thoroughfares so provided.

**Power to resume land for roads, etc.**

10. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the Collector to take possession of, and finally to resume for the Government so much of the said lands as may from time to time, in the opinion of the Collector, be required for the construction, repairs or maintenance of railways, roads, canals, distributaries, and water-courses or any works connected therewith.

**No compensation for reservation or resumption of lands or roads.**

11. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 9 and 10, but in respect of any area so reserved no occupiers' rates, land revenue, malikana, or cesses shall be payable by the tenant.

**Cost of survey, demarcation roads and culverts.**

12. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated and of the roads and culverts necessary for the general convenience of the residence of such estate, and also with the costs of keeping such roads and culverts in proper repair. The amounts of such charges as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

**Boundary marks.**

13. The tenant shall duly comply with such directions such as the Collector shall from time to time issue requiring him to construct

boundary marks on the limits of the said lands or any part thereof and shall keep them when erected in good repair to the satisfaction of the Collector.

14. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen, or other inhabitants of villages are under any tract law or rules for the time being in force in the Punjab.

Responsibilities of tenant with regard to crime.

15. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government, whether this condition has been violated by the tenant, shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

Obligation of loyalty.

16. If the tenant is ordered, under section 118 of the Code of Criminal Procedure to execute a bond to be of good behaviour, or is sentenced to a term of imprisonment of one year or longer and the order or sentence is not set aside or the sentences not reduced to a term of less than one year on appeal or revision, he shall be deemed to have committed a breach of the conditions of his tenancy and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid.

Tenancy liable to resumption on conviction of tenants.

17. The tenant shall pay, when due in respect of the said lands or any part thereof—

Payment of land revenue and other charges.

- (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;
- (2) *malikana* at the rate of Rs. 3 per acre per annum of the total area allotted for the first ten years. Payment shall be made in two equal half-yearly instalments payable at the time of the instalment of land revenue whether remitted or not. After ten years the rate of *malikana* will be raised to Rs. 5 per acre per annum, and thereafter, if the Punjab Government shall decide to raise, the rate still further, it shall be paid at such rate or rates as may from time to time be fixed by the Punjab Government.
- (3) *nazarana* shall be paid at the rate of Rs. 10 per acre ; the first payment of Rs. 10 per acre shall be made on allotment and possession shall not be given until this payment has been made. Thereafter payment shall be made at the rate of Rs. 10 per acre allotted per annum in two equal half-yearly instalments of Rs. 5 each at the time of the payment of the instalment of land revenue and will continue for five years until a sum of Rs. 60 per acre including the initial instalment has been paid.



Residence of  
tenant or  
members of  
his family.

18. The tenant shall either himself settle on the estate in which the said lands or some of them are situated or if he shall not so settle, he shall cause some competent representative to be approved by the Collector so to settle within six months of the date on which the Collector directs that he be put in possession of a specified area of land ; and whether he himself so settles or causes some such competent representatives\* so to settle, he shall within one year of the same date, either himself build or cause to be built houses for himself or his representative and his tenants to the satisfaction of the Collector, on a site allotted by the Collector, or (with the permission of the Collector) on his own land.

Compulsory  
exchange of  
lands of  
tenancy.

19. In the case of a tenant, who has not received a right of occupancy in his tenancy under clause 4 of these conditions the Collector may, with or without the consent of the tenant upon offering to the tenant, in exchange, an area in any colony as nearly as may be equal in value to the lands of the tenancy, resume the said lands. Any land so received in exchange by the tenant shall be deemed to be held on the same conditions and subject to the same obligations as the resumed lands. Government shall pay to the tenant such compensation as it may consider reasonable for improvements by him in the resumed lands. In such a case all payments of *nazarana* made by a tenant in respect of the lands resumed shall be deemed to have been made in respect of the lands given in exchange.†

Construc-  
tion of drink-  
ing well.

20. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allotable area of the estate have been put into possession of the tenants.

Trees and  
brushwood.

21. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

Improve-  
ments.

22. The tenant may sink wells, make water-courses, plant trees, and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause (6) hereof :

Provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that Department.

\*Amended by Punjab Government Notification No. 2587-C, dated 19th August, 1930.

†Punjab Government Notification No. 1408-C (S.), dated 2nd August, 1930.

23. The tenant shall not use the said lands or any part thereof <sup>Cultivation of lands.</sup> in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

24. The tenant shall pay the instalments of nazarana punctually <sup>Payment of nazarana.</sup> on the dates fixed for payment. Any default in the payment of nazarana shall be regarded as a breach of the conditions of the grant, and shall render the grantee liable to have the whole of his grant forfeited together with all instalments of nazarana already paid, and he shall not be entitled to receive compensation for any improvements which he may have made in the land of the tenancy :

Provided that if in the payment of nazarana, mentioned in condition 17, the tenant has been unpunctual, the Collector, instead of forfeiting the grant outright on account of the breach of the conditions of the grant, may defer the conferment of occupancy rights on the tenant for a period of one year, notwithstanding the completion of all payments required for the purchase of occupancy rights. This will involve delay in the acquisition of proprietary right also, and consequently the payment of malikana for two additional harvests.

25. (1) Upon or after conferment under condition 4 of a right <sup>Proprietary rights.</sup> of occupancy in the said lands during the continuance of the tenancy, the tenant shall, if he has during the continuance of the tenancy duly complied with and observed each and all of the conditions in this statement of conditions contained, and has duly paid, in the manner in the said conditions provided, all sums due to Government under the provisions of the said condition and each and all of them, but subject always to the terms and conditions hereinafter in that behalf made and provided, be entitled to purchase from Government the proprietary right in the said lands, and in the event of any such purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on the account of malikana, but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf.

(2) The terms and conditions upon which the tenant may, in the circumstances specified in the preceding clause of this condition, purchase from Government the proprietary right in the land granted to him as such tenant, as aforesaid, shall be as follows :—

*Firstly.*—That the tenant shall duly pay to Government as purchase money either—

- (i) a single sum calculated at the rate of Rs. 75 an acre for the whole of the allotted area ; after this payment has been made, malikana will no longer be charged ; or

- (ii) instalments calculated to amount to Rs. 60 an acre on the total area allotted. These instalments shall be paid at the rate of Rs. 5 per acre allotted at the time of the payment of the instalment of land revenue. If any instalment is not paid, no interest will be charged on overdue instalments. Malikana will continue to be paid with each instalment of the land revenue and will cease to be levied with effect from the date of the instalment of land revenue due for the harvest after the last payment for the completion of the purchase of proprietary rights has been made.

*Secondly.*—That it shall be open to the tenant to select either of the two alternatives provided in the above clause in which to pay the amount payable for the purchase of proprietary rights, if at any time he wishes to acquire proprietary rights.

*Thirdly.*—That when the tenant has elected to pay by instalments and has begun to do so, if he makes default in the instalment of any harvest, no penalty or interest shall be charged on the overdue instalment, nor at any subsequent harvest shall instalments at a rate higher than Rs. 5 per acre be accepted, but the tenant shall automatically suffer by extending by his own default the periods of his payments into the period when malikana at the higher rate of Rs. 5 per acre per annum shall become due.

*Fourthly.*—That if the tenant does not elect to try to complete the purchase of proprietary rights by either of these methods, he shall continue to be an occupancy tenant paying malikana, but shall retain the right to begin payments for proprietary rights under the first clause of this condition whenever he wishes.

*Fifthly.*—That in the case of the tenant paying purchase money for proprietary rights by instalments, the date on which the tenant shall pay his half-yearly instalments shall be the date fixed for the payment of land revenue for that harvest. A tenant who does not pay his instalment by the date so fixed, shall be deemed to have defaulted for that harvest.

*Sixthly.*—That the tenant shall not acquire any proprietary or other right, not conferred upon him as a tenant by the conditions contained in this statement of conditions, and shall continue to be subject to the conditions of the tenancy, unless and until the whole amount of the said purchase money shall have been duly paid and discharged in the manner hereinbefore provided.

*Seventhly.*—Provided also that the Collector may withhold proprietary rights from the tenant of any estate in which the state of crime is such as in his opinion to disentitle the villagers to the concession.

*Eighthly.*—Provided also that proprietary rights may also be withheld from the tenants of any estate in which a breach of the canal or distributary has occurred within five years of the date of the tenant's application for purchase, if there is reason to believe that such breach was wilfully caused by the residents of the estate.

*Ninthly.*—Payments for the purchase of proprietary rights shall only be accepted if made for the whole area of the grant. No tenant shall be permitted to acquire proprietary rights in a portion only of his tenancy.

(3) When any tenant has, under the provisions and in pursuance of the preceding clauses of this condition, purchased the proprietary right in any lands from the Government, and has duly paid the whole of the purchase money therefor to the Government, and has complied with all the terms and conditions hereinbefore provided in that behalf, the Government shall execute, or cause to be executed, a valid conveyance granting conveying and assuring the proprietary right so purchased to the purchasers, and the purchasers shall thereupon, in respect of the land so purchased, cease to be subject to the conditions herein contained, with the exception of conditions Nos. 7, 8, 9, 10, 14, 16, 22 by which, and by the provisions of the Colonization of Government Lands (Punjab) Act, 1912, applicable to proprietors of land, he shall continue to be bound.

(4) A tenant who has acquired proprietary right in his tenancy will also receive proprietary right in the land allotted to him in the village site on payment at the same rate as for the tenancy.

26. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall except as provided in clauses 17 and 23 be referred for the arbitration of the Commissioner of the Division, whose decision shall be final and conclusive between the Government and the tenant. *Arbitration.*

## **(20) Conditions for Filly-rearing Grants (Horse-Breeding).**

*Notification No. 3979-C., dated the 14th November 1931.*—The following is a statement of the conditions on which the Punjab Government (hereinafter called the Local Government) has agreed to grant, on behalf of the Government of India, the land described in the Schedule hereto attached in the <sup>Lower Bari Doab Canal</sup>  
<sup>Lower Jhelum Canal</sup> Colony to—  
—————(hereinafter called the “tenant”).

### **FILLY-REARING GRANT.**

STATEMENT OF CONDITIONS ON WHICH LOCAL GOVERNMENT HAS  
AGREED TO GRANT LAND ON FILLY-REARING-CONDITIONS IN—  
—————DISTRICT FOR THE PURPOSE OF REARING  
FILLIES.

1. This statement is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, V of 1912 (hereinafter

referred to as the said Act) and in accordance with section 10 (2) thereof.

2. In this statement—

- (a) "The lands" shall mean the lands included in the tenancy.
- (b) "The date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the said Act.
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the said Act.
- (d) "District Remount Officer" shall mean the officer or officers appointed to superintend filly-rearing (horse-breeding) operations.

3. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of, and in respect of, the said lands (1) all grounds situated in the said lands or any part thereof already marked out, excavated or otherwise utilised for distributary channels, and (2) all rights to and over all mines and minerals, coal, gold-washings, earth-oil and quarries in or under the said lands or any part thereof together with all easements (including private easements or rights), if any, heretofore enjoyed by the Government or others in respect of the said lands or any part thereof. And it excepts and reserves the right of the public to use existing thoroughfares traversing the said lands or any part thereof including a width of  $16\frac{1}{2}$  feet on either side of survey base lines and also any lines of road which, though not yet made have been marked out on the ground.

4. The tenant shall at all times permit the officers of Government to enter and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting and carrying away any such mines and minerals, coal, gold-washings, earth-oil and quarries and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coal, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

5. The tenant shall at all times on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally resume for the Local Government, so much of the said lands as may from time to time in the opinion of the said Collector be required for the construction, repairs or maintenance of railway, roads, water-courses or any work connected therewith.

6. The tenant shall pay, at the time or times appointed by the Collector, the whole cost of the survey and demarcation of the said lands together with their share of the cost of the water-course or water-courses of the estate in which the said lands are situated.

7. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

8. The tenant shall pay when due in respect of the lands, or any part thereof to such persons and at such times and places as the Collector may from time to time appoint, all sums by way of or in lieu of land revenue, malikana, occupier's rate and cesses, or other charges, imposed by competent authority under any law for the time being in force.

9. (a) Subject to the rights (if any) of sub-tenants, all trees and brushwood on the lands shall be at the absolute disposal of the tenant and may be disposed of by him as desired but he shall make good any damage to the ground and shall maintain the boundaries. He shall also be responsible for keeping in good repair the buildings and wire-fencing now existing on the land, to the satisfaction of the District Remount Officer, and shall surrender the same to Government at the termination of the tenancy.

(b) The tenant shall take over Government's share of all the crops of whatever description standing on the said lands under the terms set forth below :—

(i) the tenant shall pay to Government, within six months of the commencement of the tenancy, such compensation for the aforesaid crops as the District Remount Officer may determine. This compensation shall include the proportionate cost of the supervising establishment employed, cost of seed paid, and other expenses incurred, by Government prior to the handing over of the lands by Government and amounts found due to the Revenue and Irrigation authorities.

(ii) The tenant shall also be bound by the terms and conditions of the agreements with Government entered into by Batai or other tenants settled for the time being on the lands, in the matter of division of standing crops at the time of harvest, expenses, payment of rates and cesses as Batai tenants' share and otherwise and shall indemnify Government against any claims regarding tenant right.

(iii) Subject as aforesaid, the tenant shall dispose of his share of these crops as he may desire, provided he leaves the land in a proper state at the end of tenancy.

10. The tenant may sink wells, make water-courses, plant trees and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the produce of land other than that specified in clause 3 of this statement, subject to the right (if any) of any cultivator and to leaving the land in proper conditions on the termination of the tenancy :

Provided that no further water-course shall be made or well sunk on a plan or in a position disapproved of by the Irrigation Department, and that every water-course or well in use shall be kept in proper repair by the tenants to the satisfaction of that Department.

11. (a) The tenant shall, to the satisfaction of the District Remount Officer, purchase and maintain two fillies for every 25 acres of land allotted. Fractions of 25 acres shall be ignored. He shall, therefore, maintain a total of.....fillies.

(b) The said fillies shall be purchased at an average price, as yearlings, not exceeding Rs. 250 each. Fifty per cent. of the total number of fillies to be maintained shall be brought on to the strength of the farm before the expiry of the one year from the date of assuming possession, the remainder shall be produced before the expiry of two years from the date of assuming possession. The full quota of ..... fillies shall thus be provided before the beginning of the third year from the commencement of the tenancy.

(c) The tenant shall be required to maintain the fillies until they reach 3 to 3½ years of age. He shall not be permitted to dispose of any fillies without the sanction of the District Remount Officer.

(d) The tenant shall replace, within three months of the date of occurrence, any casualties among fillies whether due to death or other causes.

(e) The tenant shall also replace within three months any fillies which are declared by the District Remount Officer as unlikely to develop into and become brood mares capable for the production of remounts for the army. The tenant shall be at liberty to dispose of such fillies as he may wish.

(f) All fillies shall be of a class and type likely, in the opinion of the District Remount Officer, on attaining maturity, to be up to the standard required as brood mares for the production of remounts for the army.

(g) The fillies shall be maintained either in one stud or in two or more paddocks to minimise losses from strangles, etc., as the District Remount Officer may direct the tenant.

(h) The tenant shall act generally under the advice and direction of the District Remount Officer, and that officer shall be the deciding authority if there is any dispute in regard to the various questions arising out of the stipulations contained in this and the following clause.

12. The tenant shall be bound to sell, according to the directions of the District Remount Officer, all fillies of an age not exceeding 3½ years, as bound brood mares, to horse-breeding tenants of the horse-breeding areas under the control of the Army Remount Department (provided always that instead the Government of India shall have the option to purchase such fillies as remounts), on the terms quoted below :—

(a) The fillies reared at the Farm shall be sold at an average price not exceeding Rs. 450 each. If necessary the price shall be fixed by the District Remount Officer.

(b) Only such fillies as are, in the opinion of the District Remount Officer, up to Imperial breeding standard, shall be sold at the aforesaid rate.

13. The District Remount Officer or other officer deputed in this behalf by the Government of India or by the District Remount Officer shall have free access to the lands for the purpose of inspecting the fillies.

14. No payment by way of premium shall be demanded from the tenant, either on entry into tenancy or on renewal.

15. The tenancy shall be for a term of 10 years, and on the expiry of that term the tenant shall, subject to the proviso hereinafter contained, be entitled to renewal of the tenancy for a further period of 10 years on the same conditions (except the option to renew). *Provided always* that any renewal shall be subject to such modifications as regards the number of fillies to be maintained by the tenant, and the price at which he shall be bound to sell the progeny to the breeders as the Government of India may consider to be reasonable at the time of expiry of the original term, and *provided further* that the tenant shall not be entitled to a renewal unless he has carried out the conditions of the grant in all respects to the satisfaction of Government, and that the Government on the expiry of the first term of 10 years desires the tenant to continue to rear fillies, and *provided lastly* that (a) should the tenant die during the period of the tenancy or any extension thereof, the land shall revert to the Government of India and shall either be granted to one of his heirs, by selection by Government, provided that such heir is considered to be fully capable of satisfactorily carrying out the conditions of the grant in all respects, or in the alternative be granted to another lessee subject to such payments to the estate of the deceased for stock, buildings, etc., erected by the deceased, as may be decided by an authority nominated by the Government of India, and (b) should the tenant satisfy the Government of India that he is unable to continue in his tenancy owing to valid reasons, of which the Government of India shall be the sole judge, he shall be permitted, with the previous approval of the Government of India to transfer the grant, with all the conditions attached thereto, to another tenant approved by the Government of India, provided that no such transfer shall be permitted, under any circumstances, until after the expiry of three years from the date of the commencement of the tenancy, and unless the tenant has carried out the conditions of the grant in all respects to the satisfaction of the Local Government, provided further that nothing in this clause shall prejudice the rights of Government under clause 15 (e) hereof.

Subject as aforesaid the terms of the transfer shall be settled between the parties concerned and the Government of India shall have no concern whatsoever with any transactions arising therefrom.

(c) The tenant shall, in no case, have the option of either purchasing the lands or exercising the right of being declared to be an "occupancy tenant."

(d) Except in the circumstances mentioned in clause 15 (b), the tenant shall not transfer, or attempt to transfer, any right, title or interest in, or any possession of, the whole or any part of the said lands, or create or attempt to create, any charge thereon.



(e) In the event of any breach or non-observance of these conditions, herein contained on the part of the tenant, or in the event of the tenant being declared insolvent by a Court of Law or making arrangements with his creditors, the Local Government on behalf of the Government of India shall have the right to determine the tenancy and resume possession of the land. In such case the tenant shall only be entitled to the value of any buildings erected, wells sunk, and trees planted by him, with the sanction in writing of Government, and in case of dispute as to such value the same shall be settled by the District Remount Officer, and shall in no case exceed the original cost after the deduction proper of depreciation.

16. The tenant shall either reside personally on the estate in which the said lands are situated, or appoint a recognised agent, duly approved by the District Remount Officer, and, within six months of the date of taking possession of the grant, shall build a house on a site allotted by the Collector or, with the permission of the Collector, on his own land adjoining.

17. In the event of any deterioration or damage occurring from waterlogging or *thur*, the Punjab Government shall not be responsible for the payment of any compensation.

18. In the event of the Government of India deciding during the period of the original grant or any renewal thereof that a continuance of the filly rearing project is inadvisable and should not be proceeded with, they shall have the right to cancel this grant, *provided that* not less than 18 months' previous notice of this decision shall always be given to the tenant, *provided further* that nothing in this clause shall prejudice Government rights under clause 15 (e) hereof *and provided lastly* that if the Government of India decide to grant for horse and for mule breeding the land so resumed the tenant shall be given the option of taking the same up on the terms fixed for such grant.\*

19. In the event of any dispute arising between the Government of India or the Local Government and the tenant as to the property and rights hereby reserved to either of the two Governments or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith the decision of which has not been hereinbefore provided for the said dispute shall be referred for the opinion of the Financial Commissioner, Punjab, whose opinion shall be final and conclusive between either of the two Governments and the tenant.

## (21) Depressed classes.

*Notification No. 4097-C., dated the 26th November 1931.*—The following statement of conditions on which Government is willing to grant

---

\*Last proviso inserted by Punjab Government Notification No. 1116-C., dated 29th February, 1932.

lands in the Lower Bari Doab Canal Colony is published in accordance with the section 10 (2) of the Colonization of Government Lands (Punjab) Act, 1912 (V of 1912) :—

**STATEMENT OF CONDITIONS UPON WHICH THE PUNJAB GOVERNMENT IS PREPARED TO GRANT LANDS IN THE LOWER BARI DOAB CANAL COLONY TO CERTAIN DEPRESSED CLASSES SELECTED BY VARIOUS CHRISTIAN MISSIONARY SOCIETIES.**

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid" and in accordance with section 10 (2) thereof.

2. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

3. In this statement of conditions—

- (a) "the lands" and the "said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy ;
- (b) "the date of commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment ;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid ;
- (d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

4. When any person is granted a tenancy in accordance with these conditions in respect of land any part of which has already been broken up, such tenant shall not enjoy any period of remissions ; provided that where not more than half of his tenancy has already been broken up such tenants shall enjoy half the remissions due under clause 16.

5. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal ; and (2) all existing rights to and over all mines and minerals, coals, gold-washing, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by Government in respect of the said lands or any part thereof.

6. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands, and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such

mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

7. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clauses 5 and 6 other than existing rights of way and water and other easements.

8. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

And it likewise excepts and reserves the right of the public to traverse a width of  $16\frac{1}{2}$  feet along one side of the lines bounding 25 acres rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of  $16\frac{1}{2}$  feet otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

9. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for Government, so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith.

10. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 8 and 9, but in respect of any area so reserved, no occupiers' rates, land revenue, malikana, or cesses shall be payable by the tenant.

11. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the costs of keeping such roads and culverts in proper repair. The amount of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by the Government or by the Collector respectively.

12. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

13. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of lands by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any such law or rules for the time being in force in the Punjab.

14. If the tenant is ordered under section 118 of the Code of Criminal Procedure to execute a bond to be of good behaviour, or is sentenced to a term of imprisonment of one year or upwards he shall be deemed to have committed a breach of the conditions of his tenancy and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid.

15. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

16. The tenant shall pay when due in respect of the said lands or any part thereof—

- (i) Rent at three times the usual land revenue rate assessed on the matured acreage for land revenue. No separate charge will be made.
- (ii) Occupiers' rates at scheduled rates.
- (iii) Rates and cesses calculated on the usual rate of land revenue only.

17. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the Collector directs that he be put in possession of a specified area of land, and within one year of the same date he shall build a house to the satisfaction of the Collector on a site allotted by the Collector or (with the permission of the Collector) on his own land, provided that when the tenancy is held jointly by two or more persons, the Collector may for sufficient reason excuse any such joint holders from personal residence in the estate; provided further that the Collector may excuse any tenant both from personal residence and from building a house if such tenant had already complied with the provision of any clause with regard to personal residence and the building of a house contained in any other statement of conditions under which he has been allotted another tenancy on the Lower Bari Doab Canal.

18. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government

as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allotable area of the estate have been put into possession of the tenants.

19. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

20. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 5 hereof: provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

21. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

22. The tenant shall not, without the permission of the Collector, recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous two years shall have cultivated non-colony lands in the Montgomery or Multan districts.

23. The tenant shall be deemed to be a tenant of the Crown. He will not be entitled to acquire a right of occupancy, and shall be liable to ejectment if he fails to pay his rent promptly by the date on which it falls due.

24. The tenant shall be permitted to acquire proprietary rights by paying a sum of money to be fixed by the Collector with the previous approval of the Local Government. This sum of money may be paid over and above the rent and other charges due from the tenant at any Government treasury or sub-treasury in the district. Any amount which the tenant may wish to pay towards this sum will be received in the treasury or sub-treasury at any time. When the whole sum has been paid, the tenant shall be entitled to acquire proprietary rights on the execution of a valid deed of conveyance in the form prescribed for the acquisition of proprietary rights in colony lands in cases where the conditions of the tenancy do not convey any promise of the grant of proprietary rights. This deed of conveyance shall be executed, stamped and registered at the expense of the tenant. Upon the execution of the deed the tenant shall cease to be liable for the payment of rent; but shall be liable for the payment of land revenue at any rates that may be assessed under the orders of Government, as well as for occupiers' rates, and rates and cesses calculated on the land revenue and all other charges leviable in respect of the land under any law at the time being in force in that behalf.

25. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto or as to any of the conditions of the tenancy or as to any matter or thing anywise connected with it, the dispute shall, except as provided in clause 16, be referred for the arbitration of the Commissioner of the Division whose decision shall be final and conclusive between the Government and the tenant.

## (22) Tenancies of village sites for certain purposes.

*Notification No. 837-C., dated the 1st March 1933.*— In pursuance of the provisions of sub-section (2) of section 10 of the Colonization of Government Lands (Punjab) Act, 1912, the Governor in Council is pleased to issue the following statement of the conditions on which Government is willing to grant land for the purposes detailed below in villages in the Canal Colonies of the Punjab :—

(Punjab Government notifications Nos. 2245-D. and 2163-D., dated June 24th, 1925 and May 21st, 1926, respectively, are hereby superseded.)

- (1) Sites occupied by proprietors, or by Crown tenants of agricultural land.
- (2) Sites occupied by *kamins* and tenants not holding direct from the State.
- (3) Sites occupied for religious or public purposes.
- (4) Sites occupied by shop-keepers, either as retail shops or for the erection of flour mills.

### STATEMENT OF CONDITIONS.

1. This statement of conditions is issued subject to the provisions of the Colonisation of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid" and in accordance with Section 10 (2) thereof.

2. Tenancies granted in accordance with these conditions, unless in connection with a grant of agricultural land, shall be deemed to be scheduled tenancies within the meaning of section 4 of the said Act.

3. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement. (3) only-- the tenancy shall be in the name of the community to which the site is allotted except in the cases of *tajias* and *dharamsalas*, which have been allotted to an individual or to a particular body or family on certain special conditions, in which case it shall be governed by those special conditions in addition to these general conditions.

Conditions issued under the Colonisation of Government Lands (Punjab) Act, 1912. Tenancies scheduled under section 4 of the Act. Selection of tenants.

**Definitions.****4. In this statement of general conditions—**

- (a) "the lands" and the "said lands," so far as each separate tenancy is concerned; shall be deemed to apply to and designate the lands included in that tenancy;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the said Act.

**Reservations by Government.**

**5.** Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands, all existing rights to and over all mines and minerals, coal, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by Government in respect of the said lands or any part thereof.

**Powers of Government entry.**

**6.** The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands, and to do all acts and things that may be necessary or expedient for the purpose or searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each or all of the rights hereinbefore reserved to Government to and over all mines and minerals, coal, gold-washings, earth-oil, quarries and easement in or under the said lands and all parts thereof.

**Compensation for damage occasioned by exercise of Government's powers.**

**7.** The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by Government of all or any of the rights reserved to itself in clause 5 and clause 6 other than existing rights of way and water and other easements.

**Responsibilities of tenant with regard to crime.**

**8.** The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

**Tenancy liable to resumption on conviction of tenant.**

**9.** If the tenant is ordered, under section 118 of the Code of Criminal Procedure to execute a bond to be of good behaviour or is sentenced to a term of imprisonment of one year or upwards, he shall be deemed to have committed a breach of the conditions of his tenancy, and the Collector may order the resumption of the tenancy, as provided in section 24 of the Act aforesaid.

**Obligation of loyalty.**

**10.** The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of the opinion that the tenant has committed a breach of this condition, it may

resume the tenancy or any portion thereof, either, temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

11. (4) *only*.—If at any time during the period of tenancy, a petition be made to the Collector by or on behalf of not less than three-fourths of the proprietors and *abadkars* of agricultural land in the village in which the tenancy is situated, that the tenant is unacceptable to them and should be ejected, the Collector shall enquire into such petition, and if he is satisfied that there are sufficient grounds for so doing, he may eject the tenant forthwith. Ejectionment.

Provided that in all such cases, compensation for buildings erected by the tenant shall be assessed by the Collector and shall be paid by the petitioners in such shares as the Collector may direct. In case of default, such sums shall be recoverable as arrears of land revenue.

12. (1) and (4) *only*.—The tenant shall pay in respect of the said land such rent as the Collector, with the previous approval of the Local Government, may fix at the date of commencement of the tenancy or at the subsequent re-assessment of the land revenue of the estate in which the said land is situated Payment of rent.  
(1) such rent shall be payable with  
(4) such rent shall be payable in a  
the land revenue or rent for the agricultural holding  
 lump sum to the *lambardar* of the said estate at the time of the payment of the *kharif*

instalment of the land revenue of the said estate and any arrears of such rent may be collected as arrears of land revenue, provided that if the tenant fails to pay the rent within two months of the date on which it falls due, he shall be liable to pay as penalty a year's rent in addition. Provided that such rent shall not be leviable from any tenant who is not entitled to acquire proprietary rights in his agricultural holding.

13. (1), (2) and (4) *only*.—The tenant shall take possession of the lands within three months of the date on which the Collector directs that he be put in possession thereof, and he shall within 6 months of the same date build ( (1) and (2) only a house), ( (4) only a shop) to the satisfaction of the Collector on the said lands. Residence of tenants.

14. If within the three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allotable area of the estate has been put into the possession of tenants. Construction of drinking wells.

15. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him. Trees and brushwood.



Use of sites  
by tenants  
for specified  
purpose.

16. (1)—(4).—The tenant shall not use, or allow to be used, the said land for any purpose inconsistent with that for which the said land has been granted, that is, for any purpose other than that of

(1) and (2) only—a residential house

(3) only—a mosque, dharamsala, or other religious or public building and he shall at

(4) only—a retail shop or a flour-mill, as the case may be,

all times keep and maintain the said lands including the building, if any, in a proper state or repair and cleanliness to the satisfaction of the Collector.

Proprietary  
rights.

17. (1), (3) and (4).—The tenant shall, subject to the due observance of all the conditions hereinbefore mentioned, (1) only, and subject to the condition that he has duly acquired proprietary rights in his corresponding agricultural lands; be entitled

(1) only—to purchase at the rate at which proprietary rights have been purchased in his agricultural land, up to a limit to be fixed by the Collector with the previous approval of the Local Government and beyond that limit at a rate to be fixed by the Collector, with the previous approval of the Local Government.

(3) only—to receive free of cost

(4) only—provided five years have elapsed from the date of allotment, to purchase

from Government, proprietary rights in the said lands, and in the event of such purchase or grant being duly carried into effect and completed, the purchaser or grantee and his heirs and legal representatives shall hold and possess such lands, subject to the due and regular payment of land revenue and rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf.

Deed of  
conveyance.

18. (1), (3) and (4).—When any tenant under the provisions and in pursuance of the preceding clause shall have (1) & (4) purchased (3) received

the proprietary right in any lands from Government and (1) and (4), shall have duly paid the whole of the purchase money thereof to Government, and shall have complied with all the terms and conditions hereinbefore provided in that behalf, he shall execute or cause to be executed a valid deed of conveyance, in the form appended\* hereto as schedule A, granting, conveying and assuring the proprietary right so purchased, to the purchaser. so received, to the grantee. The deed shall be executed, stamped

and registered at the cost of the purchaser.

Arbitration.

19. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of tenancy, or as to any matter in any way relating thereto, or as to any of the conditions of tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall, except as provided in clauses 9 and 10, be referred for the arbitration of the Commissioner of the division, whose decision shall be final and conclusive between Government and the tenant.

## Revised terms for purchase of proprietary rights by tenants.

No. 1141-D. (S.), dated Simla (E.), the 16th September 1927.

From—H. M. COWAN, Esq., I.C.S., Secretary to Government, Punjab, Revenue Department,

To—The Commissioner, Multan Division.

### Order of the Governor in Council.

SUBJECT :—*Purchase of proprietary rights by tenants in the Lower Bari Doab Canal Colony.*

I AM directed to say that with a view to induce tenants holding grants of land in the Lower Bari Doab Canal Colony under Serial Nos. 1, 2, 4—9 and 13—15 at page 162 of the Punjab Colony Manual,\* Volume II, to purchase proprietary rights in their holdings instead of remaining indefinitely as occupancy tenants, the Governor in Council has, after careful consideration, decided that the following conditions should be offered to the occupancy tenants as an alternative to the existing conditions given in clause "Firstly" on page 174 of the Manual referred to above :—

*Firstly.*—(a) that the tenant shall duly pay to the Government as purchase money a total amount which shall be fixed as shown in the statement below in accordance with the number of half-yearly instalments in which the amount is payable :—

For purchasers in			Number of half yearly instalments.	Amount of each instalment per acre.	Total amount payable.
				Rs. A. P.	Rs. A. P.
One year	..	..	2	20 0 0	40 0 0
Two years	..	..	4	11 0 0	44 0 0
Five years	..	..	10	5 0 0	50 0 0
Ten years	..	..	20	2 12 0	55 0 0
Fifteen years	..	..	30	2 4 0	67 8 0
Twenty years	..	..	40	2 0 0	80 0 0
Thirty years	..	..	60	1 8 0	90 0 0
Forty years	..	..	80	1 4 0	100 0 0

\*Previous edition. The conditions referred to are those at pages 3—15, 22 56 and 71—98 of this Supplement.

- (b) that it shall be open to the tenant to select any number of instalments included in the above statement in which to pay the amount payable for the purchase of proprietary right :

Provided that the amount of the first instalment paid by him shall determine the number of instalments, and that he shall not be allowed to complete the purchase in a greater or less number of instalments without the special permission of the Collector.

- (c) That with effect from the harvest in which the first instalment is paid the malikana otherwise payable on the tenancy shall be conditionally remitted, and so long as the tenant regularly and within due date continues to pay the instalment due no malikana shall be assessed on the land of the tenancy. If the tenant fails to pay any instalment by due date, the Collector shall impose malikana at the rate which would be payable if the tenant had not exercised his option of purchase and with effect from the harvest in which the default occurs, and no part of the malikana paid in that or in subsequent harvests shall be credited towards the total amount payable for the acquisition of proprietary right :

Provided that a tenant who has defaulted in the payment of any instalment may at any time apply to the Collector for permission to renew the purchase of proprietary right, and on receipt of such application the Collector shall allow the tenant to renew the purchase, and the malikana otherwise payable on the land of the tenancy shall again be conditionally remitted from the harvest in which the tenant pays the instalments next following the date of the permission granted by the Collector. The instalment so paid and all instalments paid before the default of the tenant but no part of the malikana paid during the period of default shall be credited towards the total amount payable. If the tenant again defaults the same procedure shall be followed.

- (d) that the Collector may fix a date not later than the 15th November for the kharif payment and not later than the 1st April for the rabi payment before which the tenant has to pay the instalment for the kharif and the rabi harvest respectively. A tenant who does not pay his instalment before the date so fixed shall be deemed to have defaulted for that harvest.

2. Clauses Secondly to Fifthly on page 175 of Volume II of the Colony Manual\* will remain in force as heretofore.

3. I am to add that purchases will only be allowed of the whole holding, or of the entire share entered in the name of an individual share-holder if partition has been effected, with the proviso that if a person holds more than one square, he can purchase one square at a time.

\* \* \* \* \*

## SECTION 2-A.—Statement of conditions applicable to special tenancies.

In the table below are enumerated various special tenancies in the Lower Bari Doab Colony and the authority sanctioning the different statements of conditions on which they are held :—

Serial No.	Description of tenancy.	Authority sanctioning statement of conditions.	Area of the tenancy.	Page.
1	Major Vanrenen's horse-breeding grant.	Punjab Government letters No. 112, dated 5th February 1913, No. 277-Rev., dated 31st March 1913, and No. 389-S. (Rev.), dated 1st June 1914.	A. K. 1, 7,500 0 0	130
2	Colonel Mrs. and Miss Cole's horse-breeding grant.	Punjab Government letters No. 37275-Rev., dated 25th September 1914, No. 236, dated 29th March 1915, and No. 1330-S. (Rev.), dated 9th July 1915.	7,500 0 0	133
3	Messrs. Conville's seed-farm	Punjab Government letters Nos. 3002-S. (Rev. and Agri.—Genl.), dated 7th September 1915 and 6114-Rev., dated 26th February 1920.	3,000 0 0	136
4	Cattle-farm grant of Lala Bahadur Chand and Chaudhri Mahla Ram.	Punjab Government letter No. 2149-S. (Rev. and Agri.—Genl.), dated 6th August 1915.	3,131 0 0	141
5	Cattle-farm grant of Khan Bahadur Resaldar-Major Bahadur Fazl Dad Khan.	Ditto ditto.	3,140 0 0	145
6	Cattle-farm grant of Chaudhri Jahangir Khan.	Ditto ditto.	4,226 0 0	148
7	Cattle-farm grant of M. Ghulam Qadir Khan.	Punjab Government letter No. 119 (Rev. and Agri.—Irrig.), dated 12th October 1915.	1,000 0 0	150
8	Cattle-farm grant of Chaudhri Allah Dad Khan.	Punjab Government letter No. 491-S. (Rev.), dated 27th June 1916.	3,800 0 0	151
9	Dairy farm grant of Sardar Datar Singh.	Punjab Government letter No. 10917-Rev., dated 6th April 1921.	485 4 18	152
10	Mr. Ganda Singh Chima's fruit farm grant.	Punjab Government letter No. 6115 (Rev.), dated 26th February 1920.	175 0 0	157

The statements of conditions governing the tenancies of these classes of tenants are reproduced below *in extenso* :—

### (1) Major Vanrenen's horse-breeding grant.

The following is a statement of the conditions on which the Punjab Government is willing to grant land described in the schedule\* hereto attached, in the Lower Bari Doab Colony, to Captain D. H. Vanrenen, and is issued in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912.

His Honour the Lieutenant-Governor is pleased to declare that the tenancy granted on these conditions shall be a scheduled tenancy under section 4 of the said Act.

#### HORSE BREEDING GRANT.

STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND ON HORSE-BREEDING CONDITIONS ON THE LOWER BARI DOAB CANAL FOR THE PURPOSE OF HORSE-BREEDING.

##### Conditions.

Statement  
of conditions  
issued under  
the Coloniza-  
tion of Gov-  
ernment  
Lands (Punj-  
ab) Act, 1912.  
Definitions.

1. This statement is issued subject to the provision of the Colonization of Government Lands (Punjab) Act, V of 1912, hereinafter referred to as "the said Act" and in accordance with section 10 (2) thereof.

2. In this statement—

- (a) "the lands" shall mean the lands included in the tenancy;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the said Act;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 8 of the said Act;
- (d) "Superintendent" shall mean the officer or officers appointed to superintend horse-breeding operations.

Reservations  
by Govern-  
ment of  
minerals, etc.,  
and roads.

3. The Government does not grant to the tenant but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated, or otherwise utilized for the distributary channels and (2) all rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government, in respect of the said lands or any part thereof.

And it likewise excepts and reserves the right of the public to use existing thoroughfares traversing the said lands or any part thereof including a width of 1½ kadam on either side of survey base lines and

also any lines of road which, though not yet made, have been marked out on the ground.

4. The tenant shall at all times permit the officers of Government to enter and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Power of Government to enter and search for minerals, etc.

5. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of and finally resume for the Government so much of the said lands as may from time to time in the opinion of the said Collector be required for the construction, repairs or maintenance of railways, roads, water-courses or any work connected therewith.

Power to resume land for railways, roads, etc.

6. The tenant shall pay, at the time or times appointed by the Collector the whole cost of the survey and demarcation of the said lands together with his share of the cost of the water-course or water-courses of the estate in which the lands are situated.

Cost of survey, water-courses, etc.

7. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

Demarcation of boundaries.

8. The tenant shall pay when due in respect of the lands or any part thereof to such person and at such times and places as the Collector may from time to time appoint, land revenue, occupiers' rate *malikana* and cesses in respect of the lands at the rates from time to time applicable under the orders of Government to ordinary colony tenancies in the same assessment circle and shall in future pay all such dues as may be imposed by competent authority.

Assessments, remissions, etc.

The tenant shall be entitled to any general concessions in the matter of initial remissions which may be granted to ordinary colony tenants.

9. All trees and brushwood on the lands shall be at the absolute disposal of the tenant and may be sold by him.

Trees and brushwood.

10. The tenant may sink wells, make water-courses, plant trees and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the produce of land other than that specified in clause 3 of this statement :

Improvements.

Provided that no water-course shall be made on a plan or in a position disapproved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department :

Provided further that in case of resumption of the tenancy by the Collector no compensation shall be payable for improvements other than buildings and trees.

**Special condition as to horse-breeding.**

11. Within 2 years from the commencement of the tenancy the tenant shall produce 45 mares fit for breeding remounts for the army and approved by an officer of Government appointed for the purpose and branded by him. Within 3 years from the commencement of the tenancy the number of such mares shall be raised to 90, within 4 years to 135, and within 5 years to the full quota of 180, mares.

The tenant shall regularly breed from the mares, utilizing only the services of Government stallions. No charge will be made by Government for such services, and Government will provide stallions sufficient in the opinion of the Superintendent to cover this number of mares.

12. The tenant shall be bound to sell the progeny, at any time before it attains the age of 18 months, to Government at such prices as may be determined by Government.

13. In case of any mare becoming, in the opinion of the Government officer referred to in clause 11, unfit to breed from, or dying, the tenant shall produce another approved mare within 3 months of the casualty.

14. The tenant shall provide suitable stabling accommodation at a convenient site if it be found necessary for Government permanently or temporarily to maintain stallions within the lands of the tenancy for serving his mares.

15. The Superintendent or other officer deputed in this behalf by Government or by the Superintendent shall have free access to the lands for the purpose of inspecting the stallions and the mares and their progeny.

16. The tenant shall be exempt from the payment of *nazarana*.

17. (a) The tenant shall, if so required by the Superintendent, permit the progeny to be hoof-branded.

(b) Every colt shall be castrated before reaching the age of 18 months unless the Superintendent gives the tenant written permission to keep it entire.

**Period of tenancy.**

18. The tenancy shall be for a term of 20 years, and on the expiry of that term, but not before, the tenant shall have the option of purchasing the lands at their market value for the time being estimated with reference to the market value of land in the same assessment circle, and excluding the value of buildings and trees erected and planted by him. If the tenant does not exercise his right to purchase under this condition he shall be entitled to renew the tenancy for a further period of 10 years on the same conditions including this condition of purchase and of renewal.

**Arbitration.**

19. In the event of any dispute arising between Government and the tenant as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto or as to any of the conditions of the tenancy or as to any matter or thing anywise connected therewith the said dispute shall be referred for the opinion of the Commissioner whose opinion shall be final and conclusive between Government and the tenant: Provided that in the event of a dispute as to the market value of the land to be fixed under clause 18 the reference for final decision shall be to Government.

## (2) Colonel, Mrs. and Miss Cole's horse-breeding grant.

The following is a statement of the conditions on which the Punjab Government is willing to grant the land described in the schedule hereto attached in the Lower Bari Doab Colony to Colonel E. H. Cole, his wife and daughter, in the shares noted in the margin,\* and is issued in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912.

\*Colonel E. H. 4 shares.  
Cole.

Mrs. Cole .. 1 share.

Miss Cole .. 1 do.

His Honour the Lieutenant-Governor is pleased to declare that the tenancy granted on these conditions shall be a scheduled tenancy under section 4 of the said Act.

### HORSE-BREEDING GRANT.

STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND ON HORSE-BREEDING CONDITIONS ON THE LOWER BARI DOAB CANAL FOR THE PURPOSE OF HORSE-BREEDING.

#### Conditions.

1. This statement is issued subject to the provision of the Colonization of Government Lands (Punjab) Act, V of 1912, hereinafter referred to as "the said Act" and in accordance with section 10 (2) thereof.

Statement of conditions issued under the Colonization of Government Lands (Punjab) Act, 1912. Definitions.

2. In this statement—

- (a) "the lands" shall mean the lands included in the tenancy ;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the said Act ;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the said Act ;
- (d) "Superintendent" shall mean the officer or officers appointed to superintend horse-breeding operations.

3. The Government does not grant to the tenants jointly or severally, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated, or otherwise utilized for the distributary channels, and (2) all rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government, in respect of the said lands or any part thereof.

Reservations by Government of minerals, etc., and roads.

And it likewise excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Colonization Officer or Deputy Commissioner.



And it likewise excepts and reserves the right of the public to traverse a width of 8 kadams along one or other side of any line bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Deputy Commissioner and also to traverse a width of 8 kadams otherwise situated wherever the Deputy Commissioner considers this necessary in order to replace an existing thoroughfare.

Power of Government to enter and search for minerals, etc.

4. The tenants jointly and severally shall at all times permit the officers of Government to enter and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting or carrying away any such mines, and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Power to resume land for railways, roads, etc.

5. The tenants jointly and severally shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of and finally resume for the Government free of cost so much of the said lands as may from time to time in the opinion of the said Collector be required for the construction, repairs or maintenance of railways, roads, water-courses or any work connected therewith.

Cost of survey, water-courses, etc.

6. The tenants jointly and severally shall pay, at the time or times appointed by the Collector the whole cost of the survey and demarcation of the said lands together with their shares of the cost of the water-course or water-courses of the estate in which the lands are situated.

Demarcation of boundaries.

7. The tenants jointly and severally shall duly comply with such directions as the Collector shall from time to time issue requiring them to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

Assessments, remissions, etc.

8. The tenants jointly and severally shall pay when due in respect of the lands or any part thereof to such person and at such times and places as the Collector may from time to time appoint, land revenue, occupier's rate, *malikana*, and cesses in respect of the lands at the rates from time to time applicable under the orders of Government to ordinary colony tenancies other than occupancy tenancies in the same assessment circle, and shall in future pay all such dues as may be imposed by competent authority.

The tenants jointly and severally shall be entitled to any general concessions in the matter of initial remissions which may be granted to ordinary colony tenants.

Trees and brushwood.

9. All trees and brushwood on the lands shall be at the absolute disposal of the tenants jointly and severally and may be sold by them.

Improve-  
-ta.

10. The tenants jointly and severally may sink wells, make water-courses, plant trees and otherwise improve the land, and, subject to

the due fulfilment by them of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the said lands other than those specified in clause 8 of this statement :

Provided that no water-course shall be made on a plan or in a position disapproved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenants jointly and severally to the satisfaction of that department :

Provided further that in case of resumption of the tenancy by the Collector no compensation shall be payable for improvements other than buildings and trees.

11. The tenants jointly and severally shall not, without permission of the Collector recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous two years shall have cultivated lands in the Montgomery or Multan district. Local tenants prohibited.

12. Within 2 years from the commencement of the tenancy the tenants jointly or severally shall produce 45 mares fit for breeding remounts for the army and approved by an officer of Government appointed for the purpose and branded by him. Within 3 years from the commencement of the tenancy the number of such mares shall be raised to 90, within 4 years to 135, and within 5 years to the full quota of 180, mares. Special conditions.

The tenants shall regularly breed from the mares, utilizing only the services of Government stallions. No charge will be made by Government for such services, and Government will provide stallions sufficient in the opinion of the Superintendent to cover the number of mares maintained in accordance with the provisions of this clause.

13. The tenants jointly and severally shall be bound to sell the progeny, at any time before it attains the age of 18 months, to Government at such prices as may be determined by Government.

14. In case of any mare becoming, in the opinion of the Government officer referred to in clause 12, unfit to breed from, or dying, the tenants jointly and severally shall produce another approved mare within 3 months of the casualty.

15. The tenants jointly or severally shall provide suitable stabling accommodation at a convenient site if it be found necessary for Government permanently or temporarily to maintain stallions within the lands of the tenancy for serving their mares.

16. The Superintendent or other officer deputed in this behalf by Government or by the Superintendent shall have free access to the lands for the purposes of inspecting the stallions and the mares and their progeny.

17. The tenants jointly and severally shall be exempt from the payment of *nazarana*.

18. (a) The tenants jointly and severally shall, if so required by the Superintendent, permit the progeny to be hoof-branded.

(b) Every colt shall be castrated before reaching the age of 18 months unless the Superintendent gives the tenants jointly or severally written permission to keep it entire.

**Period of  
tenancy.**

19. The tenancy shall be for a term of 20 years, and on the expiry of that term, but not before, the tenants jointly or severally shall have the option of purchasing the lands at their market value for the time being estimated with reference to the market value of the land in the same assessment circle, and excluding the value of buildings and trees erected and planted by them. If the tenants jointly or severally do not exercise their right of purchase under this condition they shall be entitled to renew the tenancy for a further period of 10 years on the same conditions including this condition of purchase and of renewal.

The lease shall in no case be renewed under this condition so as to continue for more than 40 years from the date of commencement of the tenancy.

20. On the expiry of the term of 20 years, if the option of purchase is not exercised and also, on the expiry of the first 10 years\* if the right to renew the tenancy is not availed of, the lease shall terminate forthwith, and the land shall be resumed by Government.

In the event of resumption on the expiry of the term of lease or of any period of renewal no compensation shall be payable to the tenants jointly or severally other than for the buildings and trees then standing thereon and the compensation for such buildings shall be assessed at the actual initial outlay or the then market value whichever is less.

**Arbitration.**

21. In the event of any dispute arising between Government and the tenants jointly or severally as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto or as to any of the conditions of the tenancy or as to any matter or thing anyway connected therewith the said dispute shall be referred for the opinion of the Commissioner whose opinion shall be final and conclusive between Government and the tenants jointly or severally : Provided that in the event of a dispute as to the market value of the land to be fixed under clause 19 the reference for final decision shall be to Government.

### **(3) Messrs. Conville's seed-farm.**

The following is a statement of the conditions on which the Punjab Government is willing to grant the land described in the schedule hereto attached in the Lower Bari Doab Colony to Mr. T. H. Conville and Mr. L. H. G. Conville, his minor son, under the guardianship of the said T. H. Conville, and daughter, and is issued in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912.

His Honour the Lieutenant-Governor is pleased to declare that the tenancy granted on these conditions shall be a scheduled tenancy under section 4 of the said Act.

---

\*Presumably this means the first 10 years after renewal at the expiry of the original 20 years.

## SEED GROWING GRANT.

STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND ON SEED-GROWING CONDITIONS ON THE LOWER BARI DOAB CANAL FOR THE PURPOSE OF SEED GROWING.

## Conditions.

1. This statement is issued subject to the provision of the Colonization of Government Lands (Punjab) Act, V of 1912 hereinafter referred to as "the said Act" and in accordance with section 10 (2) thereof.

Statement of conditions issued under the Colonization of Government Lands (Punjab) Act, 1912.

2. In this statement—

Definitions.

- (a) "the lands" and "the said lands" shall mean the lands included in the tenancy ;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the said Act ;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the said Act.

3. The Government does not grant to the tenants but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated, or otherwise utilized for the distributary channels and (2) all rights to and to over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government, in respect of the said lands or any part thereof.

Reservation by Government of minerals, etc., and roads.

And it likewise excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Colonization Officer or Deputy Commissioner.

And it likewise excepts and reserves the right of the public to traverse a width of 3 kadam along one side of bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 kadam otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

No compensation shall be claimable by the tenants or any other person in respect of such reservation as is referred to in this clause, but in respect of any area so reserved no owner's rate, occupier's rate, land revenue, *malikana*, or cesses shall be payable by the tenants.

4. The tenants shall at all times permit the officers of Government to enter and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the

Power of Government to enter and search for minerals, etc.

rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Power to  
resume land  
for railways,  
roads, etc.

5. The tenants shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally resume for the Government free of cost, so much of the said lands as may from time to time in the opinion of the said Collector be required for the construction, repairs, or maintenance of railways, roads, water-courses or any work connected therewith.

Cost of sur-  
vey, water-  
courses, etc.

6. The tenants shall pay, at the time or times appointed by the Collector the whole cost of the survey and demarcation of the said lands together with their share of the cost of the water-course or water-courses of the estate in which the said lands are situated.

Demarcation  
of boundaries.

7. The tenants shall duly comply with such directions as the Collector shall from time to time issue requiring them to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

Local tenants  
prohibited.

7-a. The tenants shall not, without permission of the Collector recorded in writing cultivate the said lands or any part thereof by means of any person who during the previous two years shall have cultivated non-colony lands in the Montgomery or Multan district.

Assessments,  
remissions,  
etc.

8. The tenants shall pay when due in respect of the said lands or any part thereof to such person and at such times and places as the Collector may from time to time appoint, land revenue, occupier's rate, *malikana* and cesses in respect of the lands at the rates from time to time applicable under the orders of Government to ordinary colony tenancies not being occupancy tenancies in the same assessment circle and shall in future pay all such dues as may be imposed by competent authority.

The tenants shall be entitled to any general concessions in the matter of initial remissions which may be granted to ordinary colony tenants.

Trees and  
brushwood.

9. All trees and brushwood on the lands shall be at the absolute disposal of the tenants and may be sold by them.

Improve-  
ments.

10. The tenants may sink wells, make water-courses, plant trees and otherwise improve the lands, and, subject to the due fulfilment by them of the conditions and liabilities set forth in this statement, shall be entitled to all the produce of land other than those specified in clause 3 of this statement :

Provided that no water-course shall be made on a plan or in a position disapproved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenants to the satisfaction of that department :

Provided further that in case of resumption of the tenancy by the Collector no compensation shall be payable for improvements other than buildings and trees.

11. Within 6 months from the date of the commencement of the tenancy the tenants shall bring one-third of the culturable area under cultivation, and within 18 months from the said date they shall bring two-thirds of the culturable area under cultivation. Special conditions.

12. The tenants shall plough so much of the land as they from time to time cultivate with farrow turning plough of Western patterns, and shall use implements worked by other than animal power, such as ploughs, cultivators, harrows, reapers and threshers to the extent required from time to time by the Director of Agriculture.

13. With effect from, and so as to include, the second *kharif* season from the commencement of the tenancy the tenants shall grow for the Agricultural Department, in an area not exceeding 400 acres in any one year, such cotton seed as the department shall duly notify to them in writing that it wishes to multiply and distribute for seed.

14. The tenants shall make adequate arrangements for the prevention of admixture and for the separate ginning of each variety of cotton grown for seed.

15. With effect from, and so as to include, the second *rabi* season from the commencement of the tenancy the tenants shall grow for the Agricultural Department, in an area of not exceeding 550 acres in any one year, such wheat seed as the department shall duly notify to them in writing that it wishes to multiply and distribute for seed. The tenants shall also multiply such other varieties of seeds as the Agricultural Department may require in areas which shall not exceed 100 acres in all in any one year.

16. The tenants shall take all reasonable measures for the production of well matured seed, and more especially shall give such late watering to cotton as may be necessary thereto.

17. Within a year from the date of the commencement of the tenancy the tenants shall provide storage bins made of brick with a total capacity of not less than 7,000 maunds of wheat for the storage of wheat and other seed to the satisfaction of the Director of Agriculture.

18. Save as provided in clause 20 below, the tenants shall not sell, except for seed, any of the seed crop grown from seed handed over to them for multiplication under clause 13 or 15. The Agricultural Department shall have the first claim to all such seed at the market price.

19. The Director of Agriculture shall determine as soon as possible after each harvest what seed he wishes to buy from the tenants for seed distribution, and shall pay them for all such seed at the market price prevailing on the day of purchase, but shall deduct from such payment the cost of all seed supplied by him to the tenants, calculating its cost at the market price prevailing on the day on which

the seed was supplied. Such market price shall be determined according to such method as may be fixed from time to time by the Financial Commissioner. The tenant shall give the Director of Agriculture full facilities for the inspection of the seed before purchase.

20. The Director of Agriculture shall have the right to refuse to buy, and to forbid the tenants to sell, for sowing such seed as is, in his opinion, unfit to produce a good crop. Such seed may be sold by the tenants in the ordinary market.

21. The tenants shall store free of charge all seed purchased from them by the Agricultural Department until the Director of Agriculture removes it for distribution. They shall not be liable for damage to, or loss of, such seed while it is in their bins : provided all reasonable care has been taken by them to safeguard it.

**Period of  
tenancy.**

22. The tenancy shall be for a term of 20 years, and on the expiry of that term, but not before, the tenants shall have the option of purchasing the lands at their market value for the time being estimated with reference to the market value of land in the same assessment circle, and excluding the value of buildings and trees erected and planted by them. If the tenants do not exercise their right of purchase under this condition they shall be entitled to renew the tenancy for a further period of 10 years on the same conditions including this condition of purchase and of renewal.

The lease shall in no case be renewed under this condition so as to continue for more than 40 years from the date of commencement of the tenancy.

23. If the tenant does not exercise the option of purchase or renewal on the expiry of the term of 20 years, or on the expiry of the first period of 10 years for which the lease may be renewed the lease shall terminate forthwith and the land shall be resumed by Government.

In the event of resumption on the expiry of the terms of the lease or of any period of renewals no compensation shall be payable to the tenants other than for the buildings and trees then standing thereon, and the compensation for such buildings shall be assessed at the actual initial outlay or the then market value, whichever is less.

**Arbitration.**

24. In the event of any dispute arising between the Government and the grantees as to the property and rights hereby reserved to Government or granted to the tenants or as to any matter in any way relating thereto or as to any of the conditions of the grant or as to any matter or thing anywise connected therewith the said dispute shall be referred for the opinion of the Commissioner whose opinion shall be final and conclusive between Government and grantees.

#### (4) Cattle-farm grant of Lala Bahadur Chand and Chaudhri Mahla Ram.

The following is a statement of the conditions on which the Punjab Government is willing to grant land on cattle-breeding conditions in the Lower Bari Doab Colony to Lala Bahadur Chand and Mahla Ram jointly in equal shares, and is issued in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912.

His Honour the Lieutenant-Governor is pleased to declare that the tenancy granted on these conditions shall be a scheduled tenancy under section 4 of the said Act :—

#### CATTLE-BREEDING GRANT.

#### STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND ON CATTLE-BREEDING CONDITIONS ON THE LOWER BARI DOAB CANAL.

##### Conditions.

1. This statement is issued subject to the provision of the Colonization of Government Lands (Punjab) Act, V of 1912, hereinafter referred to as " the said Act " and in accordance with section 10 (2) thereof.

Statement of conditions issued under the Colonization of Government Lands (Punjab) Act, 1912.

2. In this statement—

Definitions.

(a) " the said lands " shall mean the lands included in the tenancy ;

(b) " the date of the commencement of the tenancy " shall mean the date of the written order referred to in section 10 (3) and (4) of the said Act ;

(c) " Collector " and " Commissioner " shall have the meanings assigned to them in section 3 of the said Act.

3. The Government does not grant to the tenants but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated, or otherwise utilized for the distributary channels and (2) all rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government, in respect of the said lands or any part thereof.

Reservations by Government of minerals, etc., and roads.

And it likewise excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Colonization Officer or Deputy Commissioner.



And it likewise excepts and reserves the right of the public to traverse a width of 3 kadams along one side of the lines bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Collector and also to traverse a width of 3 kadams otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

No compensation shall be claimable by the tenants or any other person in respect of such reservation as is referred to in this clause but in respect of any area so reserved no owner's rate, occupier's rate, land revenue, *malikana*, or cesses shall be payable by the tenants.

Power of Government to enter and search for minerals, etc.

4. The tenants shall at all times permit the officers of Government to enter and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Power to resume land for railways, roads, etc.

5. The tenants shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of and finally resume for the Government free of cost so much of the said lands as may from time to time in the opinion of the said Collector be required for the construction, repairs or maintenance of railways, roads, water-courses or any work connected therewith.

Cost of survey, water-courses, etc.

6. The tenants shall pay, at the time or times appointed by the Collector the whole cost of the survey and demarcation of the said lands together with their share of the cost of the water-course or water-courses of the estate in which the lands are situated.

Demarcation of boundaries.

7. The tenants shall duly comply with such directions as the Collector shall from time to time issue requiring them to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

Assessments, remissions, etc.

8. The tenants shall pay when due in respect of the said lands or any part thereof to such person and at such times and places as the Collector may from time to time appoint, land revenue, occupier's rate, *malikana* and cesses in respect of the said lands at the rates from time to time applicable under the orders of Government to ordinary colony tenancies not being occupancy tenancies in the same assessment circle and shall in future pay all such dues as may be imposed by competent authority.

The tenants shall be entitled to any general concessions in the matter of initial remissions which may be granted to ordinary colony tenants.

Trees and brushwood.

9. All trees and brushwood on the said lands shall be at the absolute disposal of the tenants and may be sold by them.

10. The tenants may sink wells, make water-courses, plant trees, <sup>Improve</sup> and otherwise improve the said land, and, subject to the due fulfil-<sup>ments.</sup>ment by them of the conditions and liabilities set forth in this statement, shall be entitled to all the produce of the said lands other than those specified in clause 3 of this statement :

Provided that no water-course shall be made on a plan or in a position disapproved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenants to the satisfaction of that department :

Provided further that in case of resumption of the tenancy by the Collector no compensation shall be payable for improvements other than buildings and trees.

11. Out of the total area of 3,181 acres not more than 1,400 <sup>Special con-</sup> acres of land shall be cropped annually. Permanent pasture is not <sup>ditions.</sup> included in the term " cropped."

Out of the 1,400 acres cropped not more than 400 shall be under cotton, cane, toria, or other non-fodder crops.

12. The tenants will always keep under pasture an area of 1,200 acres, and will maintain this area in good condition to the satisfaction of the Director of Agriculture by irrigation, tillage, sowing of grass seed and division into *kiaris* for the efficient use of rain or canal water.

13. The said lands shall be completely enclosed by the tenants with a ring fence or hedge to the satisfaction of the Director of Agriculture.

14. The said lands shall be divided by the tenants into blocks, each separated from the next by a fence or hedge in accordance with a plan to be approved by the Superintendent, Civil Veterinary Department.

15. Suitable sheds and byres shall be provided by the tenants on the said lands and a well shall be sunk for watering the cattle.

16. The tenants shall maintain a herd of 6 Hissar bulls and 400 Hissar cows which shall not be of less age than three years and shall be approved by the Superintendent of the Civil Veterinary Department. They shall keep no cattle on the farm of any breed other than the breed specified.

17. These shall, as soon as approved, be branded with the particular brand of the farm.

18. The tenants shall not sell nor dispose of any of these without the permission of the Superintendent of the Civil Veterinary Department. When any one of the herd dies or becomes unfit, in the opinion of the Superintendent, for breeding, it shall be replaced immediately by another animal approved by the Superintendent, Civil Veterinary Department.

19. The tenants shall be allowed a period of 5 years from the commencement of the tenancy within which to bring their herd to full

strength. They shall have not less than the following number of approved cattle by the dates given :—

			<i>Bulls.</i>	<i>Cows.</i>
By end of 1st year	..	..	1	50
By end of 2nd year	..	..	8	150
By end of 3rd year	..	..	4	250
By end of 4th year	..	..	5	350
By end of 5th year	..	..	6	400
By end of 6th year	..	..	..	..

20. All the produce of the herd shall be branded and none of them shall be sold or otherwise disposed of till they are three years old, except by the special permission of the Superintendent.

21. No male stock shall be castrated until they are at least 2½ years old, except with the special permission of the Superintendent. The tenants shall castrate any animal which, in the opinion of the Superintendent, Civil Veterinary Department, is not fit for breeding.

22. Six separate herds shall be maintained and kept in separate enclosures. Arrangements shall be made for the separation of the young male and female stock.

23. The tenants shall keep up a herd book showing the pedigree of all stock born on the farm in a form approved by the Superintendent of the Civil Veterinary Department.

24. Young stock shall be allowed as much of their mother's milk as is necessary for their full development. If the Superintendent is of opinion that any of the young stock is not getting enough milk, he may forbid the sale of milk, cream, butter and ghi.

25. The farm and the herd book shall always be open to inspection by the Director of Agriculture and the Superintendent of the Civil Veterinary Department.

26. The tenancy shall be for a term of 20 years, but shall be renewable at the option of the tenants on the same terms and conditions, not including this condition of renewal for a further term of 20 years.

27. The tenants shall settle permanently on the lands included in this grant within six months of the date of the order placing them in possession, and shall reside thereon: Provided that the Director of Agriculture may waive this condition and permit them to reside elsewhere, subject to the appointment of a resident manager to be approved by the said Director of Agriculture.

#### **Arbitration.**

28. In the event of any dispute arising between Government and the tenants as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto or as to any of the conditions of the tenancy or as to any matter or thing anywise connected therewith the said dispute shall be referred for the opinion of the Commissioner whose opinion shall be final and conclusive between Government and the tenants.

### (5) Cattle-farm grant of Khan Bahadur Resaldar-Major Bahadur Fazl Dad Khan.

The following is a statement of the conditions on which the Punjab Government is willing to grant land on cattle-breeding conditions in the Lower Bari Doab Colony to Khan Bahadur Resaldar-Major Bahadur Fazl Dad Khan, and is issued in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912.

His Honour the Lieutenant-Governor is pleased to declare that the tenancy granted on these conditions shall be a scheduled tenancy under section 4 of the said Act.

#### CATTLE-BREEDING GRANT.

#### STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND ON CATTLE-BREEDING CONDITIONS ON THE LOWER BARI DOAB CANAL.

##### Conditions.

1. This statement is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, V of 1912, hereinafter referred to as "the said Act" and in accordance with section 10 (2) thereof.

Statement of conditions issued under the Colonization of Government Lands (Punjab) Act, 1912. Definitions.

2. In this statement—

- (a) "the said lands" shall mean the lands included in the tenancy.
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the said Act.
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the said Act.

3. The Government does not grant to the tenant but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated, or otherwise utilized for the distributary channels and (2) all rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government, in respect of the said lands or any part thereof.

Reservations by Government of minerals, etc. and roads.

And it likewise excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Colonization Officer or Deputy Commissioner.

And it likewise excepts and reserves the right of the public to traverse a width of 3 kadam along one side the lines bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Collector and also to traverse a width of 3 kadam otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

No compensation shall be claimable by the tenant or any other person in respect of such reservation as is referred to in this clause, but in respect of any area so reserved no owner's rate, occupier's rate, land revenue, *malikana*, or cesses shall be payable by the tenant.

Power of Government to enter and search for minerals, etc.

4. The tenant shall at all times permit the officers of Government to enter and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Power to resume land for railways, roads, etc.

5. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of and finally resume for the Government free of charge so much of the said lands as may from time to time in the opinion of the said Collector be required for the construction, repairs or maintenance of railways, roads, water-courses or any work connected therewith.

Cost of survey, water-courses, etc.

6. The tenant shall pay, at the time or times appointed by the Collector the whole cost of the survey and demarcation of the said lands together with his share of the cost of the water-course or water-courses of the estate in which the lands are situated.

Demarcation of boundaries.

7. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limit of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

Assessments, remissions, etc.

8. The tenant shall pay when due in respect of the said lands or any part thereof to such person and at such times and places as the Collector may from time to time appoint, land revenue, occupier's rate, *malikana* and cesses in respect of the said lands at the rates from time to time applicable under the orders of Government to ordinary colony tenancies not being occupancy tenancies in the same assessment circle, and shall in future pay all such dues as may be imposed by competent authority.

The tenant shall be entitled to any general concessions in the matter of initial remissions which may be granted to ordinary colony tenants.

Trees and brushwood.

9. All trees and brushwood on the lands shall be at the absolute disposal of the tenant and may be sold by him.

Improvements.

10. The tenant may sink wells, make water-courses, plant trees and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the produce of land other than those specified in clause 8 of this statement :

Provided that no water-course shall be made on a plan or in a position disapproved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department :

Provided further that in case of resumption of the tenancy by the Collector no compensation shall be payable for improvements other than buildings and trees.

11. Out of the total area of 3,140 acres not more than 1,400 acres of land shall be cropped annually. Permanent pasture is not included in the term "cropped." Special conditions.

Out of the 1,400 acres cropped not more than 400 shall be under cotton, cane, toria, or other non-fodder crops.

12. The tenant will always keep under pasture an area of 1,200 acres, and will maintain this area in good condition to the satisfaction of the Director of Agriculture by irrigation, tillage, sowing of grass seed and division into *kiaries* for the efficient use of rain or canal water.

13. The said lands shall be completely enclosed by the tenant with a ring fence or hedge to the satisfaction of the Director of Agriculture.

14. The said lands shall be divided by the tenant into blocks, each separated from the next by a fence or hedge in accordance with a plan to be approved by the Superintendent, Civil Veterinary Department.

15. Suitable sheds and byres shall be provided by the tenant on the said lands and a well shall be sunk for watering the cattle.

16. The tenant shall maintain a herd of 6 Hissar bulls and 400 Hissar cows which shall not be of less age than three and shall be approved by the Superintendent of the Civil Veterinary Department. He shall keep no cattle on the farm of any breed other than the breed specified.

17. These shall, as soon as approved, be branded with the particular brand of the farm.

18. The tenants shall not sell nor dispose of any of these without the permission of the Superintendent of the Civil Veterinary Department. When any one of the herd dies or becomes unfit, in the opinion of the Superintendent, for breeding, it shall be replaced immediately by another animal approved by the Superintendent, Civil Veterinary Department.

19. The tenant shall be allowed a period of 5 years from the commencement of the tenancy within which to bring his herd to full strength. He shall have not less than the following number of approved cattle by the dates given :—

			<i>Bulls.</i>	<i>Cows.</i>
By end of 1st year	..	..	1	50
By end of 2nd year		..	3	150
By end of 3rd year	..	..	4	250
By end of 4th year	..	..	5	350
By end of 5th year	..	..	6	400

20. All the produce of the herd shall be branded and none of them shall be sold or otherwise disposed of till they are three years old, except by the special permission of the Superintendent.

21. No male stock shall be castrated until they are at least 2½ years old, except with the special permission of the Superintendent. The tenant shall castrate any animal which, in the opinion of the Superintendent, Civil Veterinary Department, is not fit for breeding.

22. Six separate herds shall be maintained and kept in separate enclosures. Arrangements shall be made for the separation of the young male and female stock.

23. The tenant shall keep up a herd book showing the pedigree of all stock born on the farm in a form approved by the Superintendent of the Civil Veterinary Department.

24. Young stock shall be allowed as much of their mother's milk as is necessary for their full development. If the Superintendent is of opinion that any of the young stock is not getting enough milk, he may forbid the sale of milk, cream, butter and ghi.

25. The farm and the herd book shall always be open to inspection by the Director of Agriculture and the Superintendent of the Civil Veterinary Department.

26. The tenancy shall be for a term of 20 years, but shall be renewable at the option of the tenant on the same terms and conditions, not including this condition of renewal for a further term of 20 years.

27. The tenant shall settle permanently on the lands included in this grant within six months of the date of the order placing him in possession, and shall reside thereon: Provided that the Director of Agriculture may waive this condition and permit him to reside elsewhere, subject to the appointment of a resident manager to be approved by the said Director of Agriculture.

#### Arbitration.

28. In the event of any dispute arising between Government and the tenant as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto or as to any of the conditions of the tenancy or as to any matter or thing anywise connected therewith the said dispute shall be referred for the opinion of the Commissioner whose opinion shall be final and conclusive between Government and the tenant.

### **(6) Cattle-farm grant of Chaudhri Jahangir Khan.**

The following is a statement of the conditions on which the Punjab Government is willing to grant land on cattle-breeding conditions in the Lower Bari Doab Colony to Chaudhri Jahangir Khan, and is issued in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912.

His Honour the Lieutenant-Governor is pleased to declare that the tenancy granted on these conditions shall be a scheduled tenancy under section 4 of the said Act.

### CATTLE-BREEDING GRANT.

STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND ON CATTLE-BREEDING CONDITIONS ON THE LOWER BARI DOAB CANAL.

#### Conditions.

1—10. (See conditions governing Khan Bahadur Risaldar Major Fazl Dad Khan's grant.)

11. Out of the total area of 4,226 acres not more than 1,800 acres of land shall be cropped annually. Permanent pasture is not included in the term "cropped."

Out of the 1,800 acres cropped not more than 500 shall be under cotton, cane, toria, or other non-fodder crops.

12. The tenant will always keep under pasture an area of 1,500 acres, and will maintain this area in good condition to the satisfaction of the Director of Agriculture by irrigation, tillage, sowing of grass seed and division into *kidaries* for the efficient use of rain or canal water.

13—15. (See conditions governing Khan Bahadur Risaldar Major Fazl Dad Khan's grant.)

16. The tenant shall maintain a herd of 8 Montgomery bulls and 500 Montgomery cows which shall not be of less age than three and shall be approved by the Superintendent of the Civil Veterinary Department. He shall keep no cattle on the farm of any breed other than the breed specified.

17 and 18. (See conditions governing Khan Bahadur Risaldar Major Fazl Dad Khan's grant.)

19. The tenant shall be allowed a period of 5 years from the commencement of the tenancy within which to bring his herd to full strength. He shall have not less than the following number of approved cattle by the dates given :—

			<i>Bulls.</i>	<i>Cows.</i>
By end of 1st year	..	..	2	100
By end of 2nd year	..	..	4	250
By end of 3rd year	..	..	5	350
By end of 4th year	..	..	6	400
By end of 5th year	..	..	8	500

20 and 21. (See conditions governing Khan Bahadur Risaldar Major Fazl Dad Khan's grant.)

22. Eight separate herds shall be maintained and kept in separate enclosures. Arrangements shall be made for the separation of the young male and female stock.

23—28. (See conditions governing Khan Bahadur Risaldar Major Fazl Dad Khan's grant.)



## (7) Cattle-farm grant of Mian Ghulam Qadir Khan.

The following is a statement of the conditions on which the Punjab Government is willing to grant land on cattle-breeding conditions in the Lower Bari Doab Colony to M. Ghulam Qadir Khan, and is issued in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912.

His Honour the Lieutenant-Governor is pleased to declare that the tenancy granted on these conditions shall be a scheduled tenancy under section 4 of the said Act :—

### CATTLE-BREEDING GRANT.

STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND ON CATTLE-BREEDING CONDITIONS ON THE LOWER BARI DOAB CANAL.

#### Conditions.

1—10. (See conditions governing Khan Bahadur Risaldar Major Fazl Dad Khan's grant.)

11. Out of the total area of 1,000 acres not more than 450 acres of land shall be cropped annually. Permanent pasture is not included in the term "cropped."

Out of the 450 acres cropped not more than 130 shall be under cotton, cane, toria, or other non-fodder crops.

12. The tenant will always keep under pasture an area of 375 acres, and will maintain this area in good condition to the satisfaction of the Director of Agriculture by irrigation, tillage, sowing of grass seed and division into *kiaries* for the efficient use of rain or canal water. No rectangle shall remain under pasture for less than three, or more than five, successive years.

13—15. (See conditions governing Khan Bahadur Risaldar Major Fazl Dad Khan's grant.)

16. The tenant shall maintain a herd of 3 Hissar bulls and 125 Hissar cows which shall not be of less age than three and shall be approved by the Superintendent of the Civil Veterinary Department. He shall keep no cattle on the farm of any breed other than the breed specified.

17 and 18. (See conditions governing Khan Bahadur Risaldar Major Fazl Dad Khan's grant.)

19. The tenant shall be allowed a period of 5 years from the commencement of the tenancy within which to bring his herd to full strength. He shall have not less than the following number of approved cattle by the dates given :—

			Bulls.	Cows.
By end of 1st year	..	..	1	25
By end of 2nd year	..	..	2	50
By end of 3rd year	..	..	2	75
By end of 4th year	..	..	3	100
By end of 5th year	..	..	3	125

20 and 21. (See conditions governing Khan Bahadur Risaldar Major Fazl Dad Khan's grant.)

22. Two separate herds shall be maintained and kept in separate enclosures. Arrangements shall be made for the separation of the young male and female stock.

23—28. (See conditions governing Khan Bahadur Risaldar Major Fazl Dad Khan's grant.)

### **(8) Cattle-farm grant of Khan Sahib Chaudhri Allah Dad Khan.**

The following is a statement of the conditions on which the Punjab Government is willing to grant land on cattle-breeding conditions in the Lower Bari Doab Colony to Khan Sahib Allah Dad Khan and is issued in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912.

His Honour the Lieutenant-Governor is pleased to declare that the tenancy granted on these conditions shall be a scheduled tenancy under section 4 of the said Act :—

#### **CATTLE-BREEDING GRANT.**

STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND ON CATTLE-BREEDING CONDITIONS ON THE LOWER BARI DOAB CANAL.

##### **Conditions.**

1—10. (See conditions governing Khan Bahadur Risaldar Major Fazl Dad Khan's grant.)

11. Out of the total area of 3,800 acres more or less not more than 1,400 acres of land shall be cropped annually. Permanent pasture is not included in the term "cropped."

Out of the 1,400 acres cropped not more than 400 shall be under cotton, cane, toria, or other non-fodder crops.

12. The tenant will always keep under pasture an area of 1,200 acres, and will maintain this area in good condition to the satisfaction of the Director of Agriculture by irrigation, tillage, sowing of grass seed and division into *kiaries* for the efficient use of rain or canal water.

13—15. (See conditions governing Khan Bahadur Risaldar Major Fazl Dad Khan's grant.)

16. The tenant shall maintain a herd of 6 Montgomery bulls and 400 Montgomery cows which shall not be of less age than three and shall be approved by the Superintendent of the Civil Veterinary Department. He shall keep no cattle on the farm of any breed other than the breed specified.

17 and 18. (See conditions governing Khan Bahadur Risaldar Major Fazl Dad Khan's grant.)

19. The tenant shall be allowed a period of 6 years from the commencement of the tenancy within which to bring his herd to full strength. He shall have not less than the following number of approved cattle by the dates given :—

			<i>Bulls.</i>	<i>Cows.</i>
By end of 1st year	..	..	..	..
By end of 2nd year	..	..	..	..
By end of 3rd year	..	..	2	50
By end of 4th year	..	..	2	100
By end of 5th year	..	..	4	150
By end of 6th year	..	..	6	400

20—28. (See conditions governing Khan Bahadur Risaldar Major Fazl Dad Khan's grant).

### (9) Dairy farm grant of Sardar Datar Singh.

The following is a statement of the conditions on which the Punjab Government is willing to grant land 485 acres, 4 kanals and 18 marlas in area in the Lower Bari Doab Colony to M. Datar Singh, son of M. Hukam Singh (adopted son of M. Gopal Singh), caste Arora Sikh of Kaliana (District Montgomery) for a Dairy Farm, and is issued in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912.

His Excellency the Governor is pleased to declare that the tenancy granted on these conditions shall be a scheduled tenancy under section 4 of the said Act :—

#### DAIRY FARM GRANT.

#### STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND ON DAIRY FARM CONDITIONS.

##### Conditions.

- General.** 1. This statement is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, V of 1912, hereinafter referred to as "the said Act" and in accordance with section 10 (2) thereof.
- Definitions.** 2. In this statement—
- (a) "the said lands" shall mean the lands included in the tenancy being by admeasurement 485 acres more or less and more particularly described in the schedule marked C and attached to these conditions ;
  - (b) "the date of commencement of tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the said Act ;
  - (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the said Act.

3. The Government does not grant to the tenant but hereby **Reservations.** absolutely excepts and reserves to itself out of and in respect of the said lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilised for the distributary channels and (2) all rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

And it likewise excepts and reserves all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Colonization Officer or Deputy Commissioner.

4. The tenant shall at all times, permit the officers of Government **Reservations.** to enter and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting or carrying away any such mines or minerals, coals, gold-washings, earth-oil and quarries and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries, and easements in or under the said lands and all parts thereof.

5. The tenant shall at all times on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of and finally resume for the Government free of charge so much of the said lands as may from time to time in the opinion of the said Collector be required for the construction, repairs or maintenance of railways, roads, water-courses or any work connected therewith.

6. The tenant shall pay at the time or times appointed by the **Cost of survey and demarcation.** Collector the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated.

7. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary **Boundary marks.** marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

8. The tenant shall pay when due in respect of the said lands or any part thereof to such persons and at such times and places as the Collector may from time to time appoint land revenue, occupier's rate, *malikana* and cesses in respect of the said lands at the rates from time to time applicable under the orders of Government to ordinary colony tenancies not being occupancy tenancies in the same assessment circle, and shall in the future pay all such dues as may be imposed by competent authority. The tenant shall be entitled to any general concessions in the matter of initial remissions which may be granted to ordinary colony tenants.

9. All trees and brushwood on the said lands shall be at the ab- **Trees.** solute disposal of the tenant and may be sold by him.

10. The tenant may sink wells and tube-wells, make water-courses **Improvements.** and metalled roads, plant trees and otherwise improve the said lands,

and subject to the due fulfilment by him of the conditions and liabilities set forth in this statement shall be entitled to all the produce of land other than those specified in clause 3 of this statement :

Provided that no water-course shall be made on a plan or in a position disapproved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that Department :

Provided further that in case of resumption of the tenancy by the Collector no compensation shall be payable for improvements other than buildings and trees.

**Cattle.**

11. The lessee shall maintain a herd of 150 milch cattle, which shall not be of less age than three years and shall be approved by the Director of Agriculture. Of these not less than 105 shall be cows. The remainder may be cows or buffalo cows. The cows shall all be of the Montgomery breed. The full strength of 150 milch cattle shall be attained by the end of the fourth year from the commencement of the tenancy : in the intermediate years the strength of the stock on the farm shall be as follows :—

	<i>Total.</i>	<i>Bulls.</i>
First year 40 of which 28 must be cows	..	1
Second year 80 of which 56 must be cows	..	2
Third year 120 of which 84 must be cows	..	2
Fourth year 150 of which 105 must be cows	..	3

Fifty per cent. of the milch cattle shall always be in milk. The bulls to be kept, as specified above, shall be approved of by the Director of Agriculture.

**Cattle.**

12. No cattle shall be kept on the farm of which the Director of Agriculture has not approved : and the standard of the herd shall be maintained to his satisfaction by selection from the young female stock which shall be reared on the farm for the purpose until at least 3 years of age. No young male stock shall be kept on the farm after one year of age without the Director of Agriculture's sanction.

The Director of Agriculture may allow young stock and dry cows to be kept on other land by the lessee, should he think fit ; and if he does so, may impose any conditions he wishes under which this young stock or dry cows may be removed to and from such land.

**Cattle.**

13. All stock on the farm shall if so directed by the Director of Agriculture be subjected at any time to any test or method of treatment prescribed by him for the elimination of disease.

No compensation shall be payable to the tenant for any loss or injury caused by any such test or method of treatment unless such loss or injury is due to the negligence of some Government servant administering such test or method of treatment or to the bad quality of any drug or other preparation supplied by Government for the purpose of such test or method of treatment.

14. Two entire rectangles measuring 50 acres shall be permanently set apart for grazing. This area shall be divided into two equal portions by fences, and shall be separated by fences from the rest of the farm. The lessee may irrigate this area if he wishes ; and he shall do so if the Director of Agriculture so directs. For this purpose it shall be ploughed, divided into compartments (*kiaries*), and sown with grass seed in accordance with the Director of Agriculture's instructions. The area under any buildings erected on this area may be included in these 50 acres. Any part of this area that the Director of Agriculture directs shall be given a rest from grazing for such period as he directs : and shall also, should the Director so order be ploughed, harrowed, irrigated and resown with grass, or otherwise treated with the object of improving its grass-producing capacity, as the Director may order. Irrigation will only be ordered by the Director of Agriculture if water is available. No undertaking of any sort is given that more water will be made available for this grant than is available to the ordinary zamindar in the Lower Bari Doab Colony. Grazing grounds.

15. One hundred acres shall be put under fodder crops unmixed with non-fodder crops every year.

16. The tenant shall erect buildings according to plans to be approved by the Director of Agriculture. Buildings.

17. There shall be three enclosed paddocks measuring each not less than 100 yards in each direction. In one of these shall be kept all stock under 12 months ; in the second all dry cows and female buffaloes and female young stock over 12 months : in the third all other young male stock. The walls shall be 6 feet high. In each paddock there shall be a lean-to at one side to provide shelter from sun and rain. There shall be sufficient feeding troughs. Paddocks.

18. The tenant shall cause every part of the interior of every cowshed to be thoroughly cleansed from time to time as often as may be necessary to secure that such cowsheds shall be at all times reasonably clean and sweet. He shall cause the interior ceilings and the walls of every cowshed to be properly lime-washed with lime-wash made from *quicklime* twice at least in every year, that is to say, once during the month of May and once during the month of October, and at such other times as may be necessary. Provided that this requirement shall not apply to any part of such ceiling, roof, or walls that may be properly painted, or varnished, or constructed of or covered with any material such as to render the lime-washing unsuitable or inexpedient, and that may be otherwise properly cleansed. He shall cause the floor of every such cowshed to be thoroughly swept, and all dung and other offensive matter to be removed from such cowshed as often as may be necessary, and not less than once in every day. All manure both liquid and solid shall be kept in manure-pits none of which shall be nearer than 100 yards to any cowshed or dairy. Cleansing of cowsheds.

19. The tenant shall cause every part of the interior of the dairy to be thoroughly cleansed from time to time as often as may be necessary. Cleansing of dairy.

sary to secure that such dairy shall be at all times reasonably clean and sweet. He shall cause the floor of every such dairy to be thoroughly cleansed with water at least once in every day.

**Water supply.**

20. The lessee shall put down at least one masonry well on the farm, the top of which shall be covered in. If required by the Director of Agriculture he shall put down a second well.

**Cleanliness of milk vessels.**

21. The tenant shall from time to time as often as may be necessary cause every milk vessel that may be used by him for containing milk for sale to be thoroughly cleansed with steam or clean boiling water, and shall otherwise take all proper precautions for the maintenance of such milk vessel in a constant state of cleanliness. He shall on every occasion when such vessel shall have been used to contain milk, or shall have been returned to him after having been out of his possession, cause such vessel to be forthwith so cleansed.

**Precautions against contamination or infection of milk.**

22. Immediately after each animal has been milked its milk shall be conveyed direct to the dairy and shall remain there until its removal from the farm. The tenant shall not keep milk, or cause or suffer any such milk to be placed in any vessel, receptacle, or utensil, which is not thoroughly clean. He shall cause every vessel, receptacle or utensil, used by him for containing milk for sale to be thoroughly cleansed with steam or clean boiling water after it shall have been used, and to be maintained in a constant state of cleanliness. He shall not cause or suffer any cow belonging to him or under his care or control to be milked for the purpose of obtaining milk for sale unless at the time of milking the udder and teats of such cow are thoroughly clean and unless the hands of the person milking such cow, also, are thoroughly clean and free from all infection and contamination, and he shall not employ on the farm any person suffering from any contagious, infectious or loathsome disease.

**Records.**

23. The tenant shall keep up such milk records, breeding records and statements regarding the outturn and disposal of produce on forms as may be prescribed from time to time by the Director of Agriculture.

**Inspection.**

24. The whole farm and the records mentioned in clause 23 shall be open at all times to the inspection of the Director of Agriculture, the Professor of Agriculture or other officers nominated by the said Director of Agriculture, the Deputy Commissioner or Colonization Officer, Montgomery, a Veterinary Officer nominated by the Director, the Sanitary Commissioner or any other officer nominated by him : specially as regards—

- (a) the sanitary conditions of all buildings and surroundings,
- (b) the examination of live-stock particularly for the detection of disease,
- (c) the water supply,
- (d) methods of working (as regards hygiene),
- (e) the taking of samples of milk, and
- (f) the persons employed upon the farm.

25. On all occasions the lessee shall promptly comply with all recommendations made by the inspecting officers mentioned in clause 24 which are communicated to him by the Director of Agriculture, to whose satisfaction generally the farm shall be conducted. Control by  
Director of  
Agriculture.

26. The tenancy shall be for a term of 20 years, but shall be renewable at the option of the tenant on the terms and conditions, not including this condition of renewal, for a further term of 20 years. Period.

27. The tenant shall settle permanently, on the lands included in this grant within six months of the date of the order placing him in possession, and shall reside thereon : Provided that the Director of Agriculture may waive this condition and permit him to reside elsewhere subject to the appointment of a resident manager to be approved by the said Director of Agriculture. Residence.

28. In the event of any dispute arising between Government and the tenant as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Commissioner, whose opinion shall be final and conclusive between Government and the tenant. Arbitration.

### **Schedule " C " of land leased to M. Datar Singh.**

*Distributary.*

*Village.*

6-R	..	..	94 Ramgarh (485 acres, 4 kanals and 18 marlas) as shown on the map and tracing (not printed).
-----	----	----	---

### **(10) Mr. Ganda Singh Chima's fruit-farm grant.**

The following statement of conditions on which Government is willing to grant certain land to Mr. Ganda Singh, Chima, for the purpose of fruit farming is issued in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, 1912 :—

**STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND SITUATE ON THE LOWER BARI DOAB CANAL FOR THE PURPOSE OF CONDUCTING EXPERIMENTS IN FRUIT FARMING.**

1. This statement of conditions is issued subject to the provision of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter called the Act aforesaid and in accordance with section 10 (2) thereof.

*Statement  
of conditions  
issued under  
the Coloniza-  
tion of Gov-  
ernment  
Lands  
(Punjab) Act,  
1912.*



**Special conditions.**

2. The land granted in accordance with this statement of conditions is the land described in the schedule marked "A" attached hereto\* and delineated and coloured yellow in the map or plan kept in the office of the Collector of Montgomery.

3. The said land is granted to Mr. Ganda Singh Chima, and he shall be bound by these conditions.

4. The said land is granted to the tenant for the purpose of conducting experiments in fruit farming.

5. In this statement of conditions—

**Definitions.**

(a) "the lands" and "the said lands" shall be deemed to apply to and designate the lands included in the tenancy.

(b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment.

(c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid.

**Reservations by Government of minerals, etc., and roads.**

6. The Local Government does not grant to the tenant but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated, or otherwise utilized for the distributary channels of the canal and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government, in respect of the said lands or any part thereof.

**Power of Government to enter and search for minerals, etc.**

7. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands and to do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights herein before reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

**Compensation for damage caused by exercise of Government rights.**

8. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise of the Local Government of all or any of the rights reserved to itself in clause 6 and clause 7 other than existing rights of way and water and other easements.

9. The Local Government does not grant to the tenant but hereby absolutely excepts and reserves all roads and rights of way situated in the said lands or any part thereof which have been delineated in the map or plan kept in the office of the Collector. And it likewise excepts and reserves the right of the public to traverse a width of 1½ karams on either side of survey base lines and also along either side of the lines.

bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Collector and also to traverse a width of 2 karams otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

10. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of and finally to resume for the Government so much of the said lands as may from time to time in the opinion of the said Collector be required for the construction, repairs or maintenance of railways, roads, canals, water-courses or any works connected therewith.

Power to resume land for railways, roads, etc.

11. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 9 and 10, but in respect of any area so reserved no land revenue, *malikana*, or cesses shall be payable by the tenant.

12. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands and of the culverts necessary for the passing of water under the roads traversing the estate, and also with the cost of keeping such roads and culverts in proper repair. The amount of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

Cost of survey, water-courses, etc.

13. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

Demarcation of boundaries.

13-A. The tenant shall not, without permission of the Collector recorded in writing cultivate the said lands or any part thereof by means of any person who during the previous two years shall have cultivated non-colony lands in the Montgomery or Multan district.

Local tenants prohibited.

14. The tenant or his manager or agent shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Obligation in respect of crime.

15. The tenant shall pay when due in respect of the said lands or any part thereof (1) all land revenue assessments, cesses or other charges imposed by competent authority under any law for the time being in force; (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government provided that the rate of *malikana* shall not exceed 8 annas in the rupee of land revenue; all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint.

Assessments, remissions, etc.

16. All trees and brushwood on the lands shall be at the absolute disposal of the tenant and may be sold by him.

Trees and brushwood.

**Improve-  
ments.**

17. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the said lands other than those specified in clause 6 thereof :

Provided that no water-course shall be made on a plan or in a position disapproved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

**Special  
conditions.**

18. The tenant shall plant fruit trees in (a) 10 acres by the end of the first year, (b) 25 acres by the end of the second year, (c) 50 acres by the end of the third year, (d) 75 acres by the end of the fourth year and thereafter not less than half the area of the grant. No intercropping will be allowed except by express sanction of the Director of Agriculture, Punjab.

19. The farm shall be used primarily for experimental purposes, and the lease shall be cancelled if in the opinion of the Director experimental growing, grafting and selection of the varieties of fruit specified by the Director are not carried out or if the trees are not kept renewed, worn out or unsuitable trees being replaced to the satisfaction of that officer. The farm will not be considered to be run experimentally if it is not entirely in charge of the tenant himself or of an expert in his behalf accepted by the Director of Agriculture.

20. The lease shall be for a period of ten years in the first instance, and thereafter (subject to the reservation in clause 21) shall be renewable at the option of the lessee as 10 years' intervals up to a maximum of 30 years from the date of first entry.

If the tenant does not exercise the option of renewal on the expiry of any term of 10 years, the lease shall terminate forthwith, the land shall be resumed by Government and no compensation will be payable to the tenant.

21. The lease shall be cancelled at any time without payment of compensation for any disloyalty or misbehaviour or for any other breach of the conditions of the lease.

22. In the event of resumption on the expiry of the term of 30 years compensation shall be payable to the tenant for the buildings and trees then standing thereon and the compensation for such buildings shall be assessed at the actual initial outlay or the then market value whichever is less.

**Arbitration.**

23. In the event of any dispute arising between the Government and the grantee as to the property and rights hereby reserved to Government or granted to the tenant or as to any matter in any way relating thereto or as to any of the conditions of the grant or as to any matter or thing anywise connected therewith the said dispute shall be referred by the parties or in the event of either of them neglecting or refusing to do so for the space of sixty days, then by the other party for the opinion of the Commissioner for the time being whose decision shall be final and conclusive between Government and the grantee.

**SECTION 2. B—COPIES OF LEASE DEEDS EXECUTED BY CERTAIN TENANTS IN THE LOWER BARI DOAB CANAL COLONY.\***

**(1) Lease deeds executed by the British Cotton Growing Association, Khanewal.**

**(A).**

THIS INDENTURE made the twelfth day of July one thousand nine hundred and twenty-one between the Secretary of State for India in Council (hereinafter called the lessor) of the one part and the British Cotton Growing Association (who and their successors and assigns are hereinafter called the Lessees) of the other part Witnesseth that in consideration of the lessees covenants and of the payments hereinafter mentioned the Lessor does hereby grant and demise unto the said Lessees for the term of twenty years subject to the proviso as to extension hereinafter mentioned, 7,221·224 acres of land situate in the Lower Bari Doab Canal Colony and more particularly described in the Schedule hereunder written. To Have and To Hold the said land for the term mentioned above And the Lessees hereby covenant with the lessor as follows :—

1. That the Lessees will pay annually to the Lessor (a) Rent at the rate of Rupee 1 per acre on the area assessed from time to time during the continuance of the lease to fluctuating land revenue and revenue at the rate of Rupees 2 per acre of matured crop—

(b) Cess at the rate of Fifteen and five-eight per centum of the land revenue.

(c) Water rates on the various crops grown on the said land according to the scale prevailing from time to time in the Lower Bari Doab Colony. The aforesaid dues may be revised from time to time by the lessor provided that at such revision the dues shall be fixed on the same basis as on similar land in the Lower Bari Doab Colony and no discrimination shall be made whereby the Lessees shall be rendered liable to dues at a higher rate than shall be payable by other lessees or Zamindars on similar land in the same Colony.

2. That the Lessees shall sow not less than one-sixth of the total area of the said demised land with cotton in each Kharif harvest during the said term.

3. That the Lessees shall each year utilise one hundred acres of the said demised land for sowing such experimental varieties of cotton not exceeding three as may be specified by the Director of Agriculture provided that such varieties have been previously tested by the Agricultural Department of the Punjab for at least two years. The experimental sowing shall be done to the satisfaction of the Director of Agriculture and the Lessees shall set aside at least three hundred acres of the demised land to be used in rotation for such experimental growing. Such land shall be of average quality and maintained in good heart and shall not be changed except with the previous permission of the Director of Agriculture. The Lessees shall further maintain a complete record of all operations on the said three hundred acres of land such record

---

\*The more important leases only are included in this section ; smaller and less important leases have been excluded.

being open to inspection at all reasonable times to officers authorised in that behalf by the Director of Agriculture.

4. The Lessees shall in addition to the area of one hundred acres to be utilised for experimental sowings sow on at least five hundred acres in the Kharif harvest in each year such kind of cotton as shall be specified by the Director of Agriculture provided that the kind of cotton so specified is one that is being recommended by the Department of Agriculture for general growing in the Lower Bari Doab Canal Colony.

5. The Lessees shall in the first five years of the tenancy purchase and instal on the said demised land power plant costing at least Rupees 60,000 for agricultural operations on the said demised land.

6. The Lessees shall sell to the Department of Agriculture, Punjab, on demand all surplus seed whether of cotton or of other crop at fair market rates and shall provide storage facilities for such seeds up to the time of sowing. Such seeds shall be stored at the risk of the said Department if purchased at market rates at harvest time and at the risk of the said Lessees if purchased at market rates at seed time. For the purposes of this clause the market rate shall be deemed to be the market rate for the particular quality of seed supplied and not the market rate for any other quality of seed. For the purposes of this clause harvest time shall be deemed to be in respect of cotton the fifteenth day of January and in respect of wheat the fifteenth day of May and seed time shall be deemed to be in respect of cotton the first of March and in respect of wheat the first day of October.

7. The Lessees undertake to offer a fair premium subject to usual trade deductions based on parity between Liverpool and Bombay and on a valuation by the Empire Cotton Growing Corporation for unginned cotton tendered through the Agricultural Department up to ten thousand maunds annually and for any quantity however small of unginned cotton superior to the present 4-F. American. The Lessees are not required to start the buying agency forthwith but undertake to send to Liverpool at least two hundred bales annually from the end of the second year of the Lease.

8. The Lessees will during the said term employ at least one European Expert in charge of the said land and will submit to the agricultural Department of the Punjab annually a detailed report of the experiments carried out and of the position and prospects of Punjab American Cotton in Lancashire. Further Mr. William Roberts shall remain in charge of the said land as such European Expert for the first five years subject to his remaining in good health.

9. The said Lessees shall set aside every year sufficient funds for the purpose and send one of their Directors to India at their own cost in order to keep Lancashire in touch with Indian Cotton.

II. And the Lessor covenants with the Lessees as follows :—

1. That the Lessor will during the said term provide water to the Lessees in the same quantity per unit of the culturable commanded area as is provided generally for the rest of the land irrigated by the Lower Bari Doab Canal.

2. The Lessees shall have the option of paying the Lessor for water supplied at such volumetric rates as may be from time to time determined under separate contracts between the Lessees and the Lessor.

3. That the Lessees observing and performing all the covenants hereunder by them to be observed and performed shall and may during the term of the lease peaceably and quietly possess and enjoy the said lands according to the tenor hereof without eviction or interruption by the said Lessor or any person or persons lawfully or equitably claiming under or through the Lessor.

III. And the Lessor and the Lessees hereby covenant and agree with each other as follows:—

1. That it shall be lawful for the Lessees to extend the said term of twenty years by another term of twenty years on giving written notice to the Lessor of the Lessees intention to do so before the expiry of the said original term of twenty years and on such notice being given the said term of twenty years shall be deemed to have been extended to forty years on the same covenants and conditions as are herein contained and further that during the fortieth years of the tenancy if such tenancy be extended unto forty years it shall be lawful for the Lessees to give written notice to the Lessor of their intention to renew the same tenancy for another term of twenty years making a total term of tenancy of sixty years. If the Lessees exercise their option to renew the tenancy then on the notice aforesaid given the term hereby agreed shall be deemed to be extended to sixty years on the same covenants and conditions as are herein contained except that the Lessees shall not be entitled to a further option of extension.

2. That during the twentieth year of the tenancy or during the fortieth or sixtieth year of the tenancy if such tenancy be extended unto forty years or sixty years it shall be lawful for the Lessees to give notice to the Lessor in writing of their intention to purchase the said lands instead of a notice to renew provided for in the clause last preceding and on such notice being given the Lessor shall on payment of their market value by the Lessees sell convey and transfer the said land to the Lessees on payment by them of the market value of such lands to the Lessor such market value being estimated according to the market value of similar lands prevailing in the assessment circle in which the said lands are situated provided that the value of buildings erected and trees planted by the Lessees shall be excluded when making the calculation of market value as aforesaid.

3. That without the written permission of the Lessor the Lessees shall not transfer, assign or sublet the tenancy hereby created except to a registered company in which the British Cotton Growing Association holds not less than fifty-one per centum of the shares or has provided not less than fifty-one per centum of the capital and if such Company shall be registered at any time subsequent to the date of this agreement in which the same opportunities to subscribe to the issue of shares shall have been given in India as in the United Kingdom. Provided that nothing in this clause contained shall be deemed to require the

permission of the Lessor as aforesaid to enable the Lessees to transfer, assign or sublet the tenancy hereby created to a private registered company as defined in section 2 (18) of the Indian Companies Act, 1913, consisting of the British Cotton Growing Association and the said Mr. William Roberts.

4. That should there be any breach or non-observance by the Lessees of any of the covenants or conditions herein contained and by the Lessees to be observed and performed then and in each of such cases it shall be lawful for the lessor to determine the tenancy hereby created : Provided that the Lessor shall not determine the tenancy if the breach or non-observance could not be avoided by the Lessees by the exercise of ordinary care and diligence.

5. That on the expiry or sooner determination of the tenancy hereby created the lessees shall vacate and hand over the said demised lands to the Lessor and no compensation shall be payable to the Lessees except for the market value of the improvements on such lands which may have been effected by the Lessees. The expression "improvements" in this clause shall include the following, namely :—

- (a) Tramways or light railways (including trucks, engines and accessories) both within and without the said lands for the transport of produce within the said lands and from there to the ginning factory or to the nearest railway station.
- (b) Buildings to be erected on the said lands for the marketing of the produce the storing of foldder and the storing of Agricultural machinery.
- (c) The lining of irrigation channels which supply the said lands with water.
- (d) All such works as are deemed to be improvements under the Punjab Tenancy Act.
- (e) Any other work or works which the Lessor has before the evacuation by the lessees of the land demised agreed in writing shall be deemed to be improvements.

The market value under this clause shall be deemed to be the value of the improvements at the time of the expiry or determination aforesaid or the actual initial expenditure of the lessees thereon whichever is less.

6. That except as hereinafter mentioned the decision of the Financial Commissioner of the Punjab for the time being on any matter arising under this lease and on which there may be any difference or dispute shall be final and binding on the Lessor and the Lessees.

7. That should there be any dispute or difference as to the amount or market value or of compensation payable to the Lessees for improvements as aforesaid the same shall be referred to the arbitration of the Commissioner of the Division whose award in writing shall be final and binding on the parties hereof.

IN WITNESS whereof the parties hereto have hereunto set their hands on the date and year above mentioned.

**Schedule.**

1	2	3	4
Serial No.	Name of village.	Area.	Boundary.
		Acres.	
1	75/10-R	852·798	<i>North.</i> —Chak No. 86—76. <i>South.</i> —Chak No. 72. <i>East.</i> —Chak No. 72. <i>West.</i> —Chak No. 90.
2	82/10-R	1,790·114	<i>North.</i> —Chak No. 80. <i>South.</i> —Chak No. 76. <i>East.</i> —Chak No. 81—77. <i>West.</i> —Chak No. 83.
3	83/10-R	1,076·108	<i>North.</i> —Chak No. 80. <i>South.</i> —Chak No. 86—76. <i>East.</i> —Chak No. 82. <i>West.</i> —Chak No. 85.
4	85/10-R	845·649	<i>North.</i> —Chak No. 84. <i>South.</i> —Chak No. 86—87. <i>East.</i> —Chak No. 83. <i>West.</i> —Chak No. 88-A.
5	86/10-R	1,143·750	<i>North.</i> —Chak No. 83. <i>South.</i> —Chak No. 75. <i>East.</i> —Chak No. 76. <i>West.</i> —Chak No. 87.
6	87/10-R	774·989	<i>North.</i> —Chak No. 85. <i>South.</i> —Chak No. 90. <i>East.</i> —Chak No. 88-A. <i>West.</i> —Chak No. 86.
7	81/10-R	737·816	<i>North.</i> —Chak No. 80. <i>South.</i> —Chak No. 77. <i>East.</i> —Chak No. 78. <i>West.</i> —Chak No. 82.
	Total ..	7,221·224	

Signed, sealed and delivered by F. B. Wace, Esq., I.C.S., Deputy Commissioner, Multan, for and on behalf of the Secretary of State for India in Council in the presence of D. Theophilus, Superintendent, Deputy Commissioner's Office, Multan,

(Sd.) F. B. WACE,  
Deputy Commissioner,  
July 12th, 1921. Multan.

Signed by Edward Harold Oldfields for and on behalf of the British Cotton Growing Association in the presence of—

(Sd.) E. H. OLDFIELDS,  
Secretary.

(Sd.) FRANCIS H. LEWIS,  
333—350, Royal Exchange Manchester  
Accountant.

(Sd.) ED. J. GRIFFITH,  
333—350, The Royal Exchange Manchester  
Assistant Secretary.



## (B).

THIS INDENTURE made the 16th day of October, one thousand nine hundred and twenty-four between the Secretary of State for India in Council (hereinafter called the Lessor) of the one part and The British Cotton Growing Association (who and their successors and assigns are hereinafter called the Lessees) of the other part witnesseth that in consideration of the Lessees covenants and of the payments hereinafter mentioned the Lessor does hereby grant and demise unto the said Lessees for the period terminating on the twelveth July one thousand nine hundred and forty-one subject to the proviso as to extension hereafter mentioned twelve acres and three sarsais of land situate in the town of Khanewal and more particularly mentioned and described in the Schedule hereto attached marked A and signed by the parties and in the plan also herewith attached and marked B signed by the parties To Have And To Hold the same unto and to the use of the Lessees for the period mentioned above subject nevertheless to the exceptions, reservations, conditions and covenants hereinafter contained and each of them that is to say :

1. The Lessor reserves to himself all mines and minerals whatsoever in under or upon the said land with all such rights and powers as may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same at all such times and in such manner as the Local Government shall think fit, with power to carry out any surface or underground workings and to let down the surface of all or any part of the said land and any buildings that may be erected thereon now or hereafter and to sink pits, erect buildings, construct lines and generally appropriate and use the surface of the said lands for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exception and reservation hereinbefore contained : Provided that the Lessees shall be entitled to receive from the Local Government such payment for the occupation by it of the surface and for the damage done to the surface or to buildings on the plot by such works or working or letting down as may be agreed upon between the Deputy Commissioner of Multan and the Lessees or failing such agreement as shall be fixed by the Senior Financial Commissioner, Punjab, for the time being whose decision shall be final.

2. The land is leased subject to the payment of rent. Such rent will be payable at the rate of Rs. 100 per acre per annum.

3. The lessees shall pay general and local taxes, rates, or cesses for the time being imposed or assessed on the said land by competent authority.

4. The Lessees shall within six months from the date of this Indenture, with the previous approval in writing of the Director of Agriculture commence to build a cotton ginning factory containing sixty-four single roller gins or an equivalent number of double roller gins or saw gins and a press on the said land, the plan of which shall have been previously approved in writing first by the Inspector of

Factories and then by the Director of Agriculture. This plan will *inter alia* provide for the details set forth in Schedule C attached to this deed.

5. The Lessees shall observe such conditions as have been and may hereafter be prescribed by the Director of Agriculture in connection with what he considers necessary to obviate injury to the cotton and mixing of long and short staples and with the use of saw gins instead of roller gins.

6. The Lessees shall keep a double set of grids to accommodate either country or American cotton.

7. The Lessees shall at all times give full attention and consideration to the orders and requirement of the Director of Agriculture who may from time to time desire the special and speedy ginning of *kappas* in order to secure a supply of seed for distribution, etc., and who may also from time to time make and give such other orders in connection with the working of the cotton ginning factory as to him may seem fit and proper and these must receive the careful attention of the vendee and be carried out promptly.

8. The Lessees shall complete to the satisfaction of the Notified Area Committee of Khanewal the construction of the said cotton ginning factory with all its appurtenances within 18 months of the date of this indenture.

9. The Lessees shall at all times keep and maintain the said cotton ginning factory with all its appurtenances including the upper storey or storeys if any, compound and environments in a proper state of repair and cleanliness to the satisfaction of the Notified Area Committee of Khanewal.

10. The Lessees shall not dig or cause to be dug any pit upon the said land other than Water Tanks.

11. The Lessees shall not use the said ginning factory to be erected on the said land as aforesaid for any purpose inconsistent with that for which the said land is hereby granted, that is, for any purpose other than that of a cotton ginning factory containing sixty-four single roller gins or an equivalent number of double roller gins or saw gins and a press for a cotton seed press or other industry complementary to cotton ginning or permit the same to be so used provided that, should the Lessees desire to use the land for a cotton seed press or other industry complementary to cotton ginning, the previous approval of Government shall be obtained before the land is so used.

12. The Lessor may by his officers and servants at all reasonable times and in a reasonable manner enter in and upon any part of the said land or building erected thereon for the purpose of ascertaining that the Lessees have duly performed and observed the covenants and conditions to be by them performed and observed under these presents.

13. The Lessor shall have full right, power and authority at all times to do all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms,

conditions and reservations herein contained and to recover from the lessees as a first charge upon the said land and the buildings thereon, the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.

14. Should there be any breach or non-observance by the Lessees of the covenants herein or conditions contained and by the Lessees to be observed and performed then and in each of such cases it shall be lawful for the Lessor to determine the tenancy hereby created provided that the Lessor shall not determine the tenancy if the breach or non-observance could not be avoided by the Lessees by the exercise of ordinary care and diligence.

15. On the expiry or sooner determination of the tenancy hereby created the Lessees shall vacate and hand over the said demised lands to the Lessor and no compensation shall be payable to the Lessees except for the market value of the improvements on such lands which may have been effected by the Lessees. The expression "improvements" in this clause shall include the buildings erected and tree planted by the lessees.

16. In the event of any dispute or difference at any time arising between the Lessor and the Lessees as to the true intent and meaning of these presents and of each and every provision thereof the property and rights hereby reserved or any of them or any manner incidental or relating thereto the said dispute or difference shall except as hereinafter provided be referred to the Senior Financial Commissioner for the time being of the Punjab whose decision thereon shall be final and binding on the parties hereto. If either party shall neglect or refuse for the space of thirty days after request in writing by the other party, so to refer the matter then the other party may himself refer the matter for the decision of the said Financial Commissioner and the said Financial Commissioner may proceed as though the reference were by both parties and his decision thereon shall be final and binding on both the parties.

17. Should there be any dispute or difference as to the amount of market value or of compensation payable to the Lessees for improvements as aforesaid the same shall be referred to the arbitration of the Commissioner of Division whose award in writing shall be final and binding on the parties hereof.

18. If and so long as the Lessees shall fully perform and comply with and shall continue to so perform and comply with each and all of the terms and conditions herein made and provided but not otherwise, the Lessor will secure the Lessee in full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured and it shall be lawful for the Lessees to extend the said period of tenancy by a term of twenty years on giving written notice to the Lessor of the Lessees' intention to do so before the expiry of the said original period and on such notice being given the said period shall be deemed to have been extended to the Twelfth July one thousand nine hundred and sixty-one on the same covenants and conditions as are herein contained.

And further during the last year of the extended tenancy if such tenancy be extended up to the twelvth July one thousand nine hundred and sixty-one it shall be lawful for the Lessees to give written notice to the Lessor of their intention to renew the same tenancy for another term of twenty years making a total period of tenancy up to Twelvth July one thousand nine hundred and eighty-one. If the Lessees exercise their option to renew the tenancy then on the notice aforesaid given the period hereby agreed shall be deemed to be extended to Twelvth July one thousand nine hundred and eighty-one on the same covenants and conditions as are herein contained except that the Lessees shall not be entitled to a further option of extension :

Provided that the Lessees shall not be entitled to extend the tenancy as herein provided unless the Lessees shall simultaneously and identically extend the tenancy created in their favour in respect of the farm land by virtue of an indenture, dated the 12th July one thousand nine hundred and twenty one made between the Lessor and the Lessees.

19. During the last year of the original tenancy or during the last year of each of the extended tenancies if such tenancy be extended as hereinbefore provided it shall be lawful for the Lessees to give notice to the Lessor in writing of their intention to purchase the said lands instead of a notice to renew provided for in the clause last preceding and on such notice being given the Lessor shall on payment of their market value by the Lessees sell convey and transfer the said lands to the Lessees on payment by them of the market value of such lands to the Lessor such market value being estimated according to the market value of similar lands prevailing in the town of Khanewal provided that the value of the buildings erected and trees planted by the Lessees shall be excluded when making the calculation of market value as aforesaid. Provided further that the Lessees shall not be entitled to exercise the aforesaid right to purchase unless they shall simultaneously and identically exercise such right in respect of the farm land as provided for the Indenture, dated the twelvth July one thousand nine hundred and twenty-one made between the Lessor and the Lessees.

20. Without the written permission of the Lessor the Lessees shall not transfer, assign or sublet the tenancy hereby created except to a registered company in which the British Cotton Growing Association has financial control as defined in the Indenture referred to in clause 19 hereof.

21. And it is hereby agreed and declared that unless a different meaning shall appear from the context—

(a) the expression Lessor used in these presents shall include in addition to the Secretary of State for India in Council, the Successors and Assigns of the said Secretary of State for India in Council, the Government of the Punjab and in relation to any matter or thing contained in or arising out of these presents every person duly authorized to act for or to represent the Government of the Punjab in respect of such matter or thing.

- (b) The expression Lessees used in these presents shall include; in addition to the said The British Cotton Growing Association, their lawful heirs, successors, representatives assigns, transferees, lessees or any person in occupation of the said land or building erected thereon.

### **Schedule C.**

I. Kapas will enter the factory at the centre and be carried by stairs on to gin platform direct. For this purpose broad stairs are required at (a), (b), (c), (d) in rough plan attached. Sketch T.

II. There should be partitions at (e) and (f) to prevent rui or cotton carrier taking cotton through centre passage and thus meeting kappas carriers. Doors at each end of cotton platform for carriage of cotton to press.

III. Width of kappas platform must be 8 feet from shaft to inner surface of wall. This means minimum width of factory will be 28 feet.

IV. Board  $1\frac{1}{2}$  feet high to be fitted on knife rail of gin in front to prevent careless throwing of kappas or cotton (rui).

V. Belting on centre for cotton platforms to be covered over up to 18 inches above ground to prevent cotton getting mixed with oil.

VI. There should be movable frame 2 feet 4 inches  $\times$  2 feet 4 inches  $\times$  2 inches to receive rui or cotton coming through gin and to keep it off floor. It will be removable at will.

VII. Space for drying platforms should be at rate of 1,000 square feet per 10 gins. There must be a minimum of two platforms in each factory, and these should be separated by a pathway at least 6 feet wide.

VIII. There should be double gate and easy ingress and egress from factory compound in order to prevent congestion.

IX. Sufficient godown rooms for storing cotton and kappas are required.

### **(2) Lease deed executed by Mr. Frank J. Mitchell and others of the Indian Mildura Fruit Farm, Renala Khurd.**

This instrument of lease made the day of 9th January 1932, between the Secretary of State for India in Council (hereinafter called Government) and Mr. Frank J. Mitchell, Mr. Leonard Mitchell and Mr. Richard Mitchell of the Indian Mildura Fruit Farm, Renala Khurd, Okara Tahsil, Montgomery district (hereinafter called the lessees), witnesseth that, in consideration of the rent herein reserved and the stipulations herein contained and to be observed by the said lessees,

their heirs, legal representatives and assigns, Government doth hereby grant unto the said lessees, their heirs, legal representatives, and assigns, a lease of all the Government lands described in the schedule hereunto annexed upon the following conditions :—

1. The lease shall be for the term of ten years, upon the expiry of which the lessees shall be entitled to renew the lease on the same terms for a second period of ten years. After this lease has been renewed once, the lessees shall not have the right to renew a second time.

2. Government does not grant to the lessees, but hereby excepts and reserves to itself out of and in respect of the said lands all existing rights to and over all mines and minerals, coal, gold-washings, earth-oil and quarries in, under or upon, and also all rivers, streams and water-courses, and all public thorough-fares within and traversing the said lands, or any part thereof.

#### **PART II.—Stipulations of the lessee.**

The lessees do hereby agree :—

1. That they will pay the yearly rent reserved in two equal half yearly instalments at Montgomery on the date fixed for the payment of the six-monthly instalment of land revenue, the first instalment being paid with the instalment of land revenue due for the harvest of kharif, 1930.

2. That they will pay when due all rates and cesses chargeable on the land, and also all charges (other than penalties) at any time leviable under Chapter VIII of the Punjab Land Revenue Act, 1887, in respect of the land leased to them. The words " Rates " and " Cesses " in this clause have the same meaning as in the Punjab Land Revenue Act, 1887. For the purpose of determining the amount of rates and cesses payable under this clause the amount of the yearly rent above stated shall be considered to consist of the following amounts :—

(a) on the area under fruit trees, whether intercultivated or not, an annual charge consisting of—

(i) land revenue at a rate per acre equivalent to whatever land revenue would have been levied, if the land were proprietary, and

(ii) Rs. 2-8-0 (rupees two, annas eight) per allotted acre :

(b) on the remaining area a charge to be assessed at each harvest on the matured area consisting of—

(i) land revenue at a rate equivalent to whatever land revenue would have been levied, if the lands were proprietary and

(ii) Rs. 2-8-0, (rupees two, annas eight) per acre matured.

8. That the lessees will permit the officers of Government to enter on the said lands for all purposes connected with the construction, maintenance or repair of new as well as of existing thoroughfares and watercourses :

Provided that no compensation either by reduction of rent or otherwise shall become due to the lessees from Government by reason of any such operations.

4. That the lessees will permit the officers of Government in like manner to enter and do all acts and things necessary or expedient for full enjoyment of the rights reserved to Government to, or over all mines, minerals, coal, gold-washings, earth-oil and quarries, in, under, or upon the said lands :

Provided that reasonable compensation shall be made to the lessees by Government for all damage to the said lands or to any property of the lessees thereupon, occasioned by the exercise of the rights herein reserved to Government to, or over all mines, minerals, coal, gold-washings, earth-oils, quarries in, under or upon the said lands. The amount of such compensation shall be determined by the Collector of Montgomery district and the said lessees. In the event of their being unable to agree upon the same, or in case of any dispute arising between the lessees and Government as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, the question shall be referred by the Collector to the Commissioner of the Division, whose decision shall be final and conclusive between the parties to this lease.

5. That the lessees will not do any act inconsistent with, or injurious to, any of the rights except and reserved to Government in clause 2 of part I of this instrument of lease, and will not in any way interfere with the lawful use by the public of any thoroughfares within the said lands.

6. That the lessees will duly comply with such directions as the Collector shall issue requiring them to construct boundary marks on the limits of the said lands, and will keep them, when erected, in good repair.

7. That the lessees will not cultivate or otherwise manage the said lands or any part of them, in a manner calculated to injure them permanently or to lessen their value.

8. That the lessees will at the end or other sooner determination of the term peaceably leave and surrender the said land to Government.

9. That the lessees shall plant and maintain fruit trees at a rate per acre of not less than 100 trees in an area not less than 400 acres.

10. That the lessees will not assign or part with the possession of the said lands, or any part thereof, except to cultivators holding from themselves, provided that the lessees may, with the sanction of the Commissioner of Division, transfer their rights in this lease to a company, registered under the Indian Companies Act, in which they shall retain not less than a half interest in the capital or shares of the company.

11. Government does not grant to the lessees, but hereby absolutely excepts and reserves all roads and rights of way situated in the said lands or any part thereof which have been delineated in the map, or plan of the lands kept in the office of the Collector. And it likewise excepts and reserves the rights of the public to traverse a width of 16½

feet on either side of the survey base lines and also along either side of the lines bounding 25-acre rectangles, wherever this may be considered necessary in the public interest by the Collector and also to tranverse a width of  $22\frac{1}{2}$  feet otherwise situated wherever the Collector considers this necessary, in order to replace an existing thoroughfare.

12. The lessees shall at all times on receipt of a requisition in writing signed by the Collector permit the said Collector to take possession of, and finally to resume for Government, so much of the said lands as may from time to time, in the opinion of the Collector, be required for the construction, repairs or maintenance of railways, roads, canals, water-courses or any work connected therewith.

13. Compensation shall be claimable by the lessees for trees planted and buildings erected on land resumed under clauses 11 and 12 preceding and in respect of any area so reserved, no rent shall be payable by the tenant.

14. The lessees and their managers and agents shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and are and shall be responsible in the same manner as a headman, watchman, or any other inhabitant of a village is under any track law or rules for the time being in force in the Punjab.

15. The lessees shall carry on experiments to the satisfaction of and according to the directions of the Director of Agriculture, Punjab, to produce an improvement on the strains of fruit originally introduced, and the lease shall be liable to be cancelled if in the opinion of the Commissioner of the Division experimental growing, grafting and selection of a varieties specified by the Director are not carried out, or if the trees are not renewed or if worn out or unsuitable trees are not replaced to the satisfaction of the Director of Agriculture.

16. The lessees shall devote not less than 50 acres of land to such experiments in fruit culture as the Director of Agriculture may specify, subject to a maximum outlay (exclusively of the initial planting and layout) of Rs. 2,500 in any one year. The area under experiment shall be included in calculating the total area of 400 acres to be maintained under fruit trees.

17. The lessees shall keep in permanent charge of the land an expert in fruit culture approved by the Director of Agriculture.

18. The lessees shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of Government, whether this condition has been violated by the lessees, shall be final, and if Government is of the opinion that the lessees have committed a breach of this condition, it may resume the grant or any portion thereof either temporarily or permanently, and such resumptions shall not affect any other penalty to which the lessees may be liable under these conditions or otherwise.



**PART III.—Rights and powers of Government.**

It is hereby agreed between Government and the lessees that arrears of rent, or of any taxes, rates or assessments whatsoever may be recovered by Government from the lessees in the same manner as arrears of land revenue may be recovered.

**PART IV.—Rights and powers of the lessees.**

It is also hereby agreed between Government and the lessees that the lessees are and shall be at full liberty to sink wells, make water-courses, plant trees, build houses, and otherwise improve the said lands; and are and shall be solely entitled to all agricultural and spontaneous products not expressly excepted and reserved by this lease.

Notwithstanding the provisions of clause 13 of Part II of this instrument of lease, the lessees shall be entitled to receive compensation with respect to any buildings or trees damaged in the course of such reservation or resumption as is referred to in clauses 10 and 11 of Part II of this instrument of lease, and furthermore, the lessees shall be entitled to compensation for building and trees, if at any time this is determined and the land resumed. No compensation, however, shall in any circumstances be paid for machinery. In the event of any dispute with regard to such compensation, the matter shall be referred to the Commissioner of the Division, whose decision shall be final.

**INSTRUCTIONS.**

In this instrument the term “ Lessees ” means and includes the said lessees, their heirs, and legal representatives and assigns.

The term “ Government ” means and includes every person duly authorised to act for, or represent the Government of the Punjab, in relation to any matter or thing contained in or arising out of the lease.

In witness whereof the said parties have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the Collector of Montgomery district acting under the orders of the Governor in Council, on behalf of the Secretary of State for India in Council. } *Collector of Montgomery.*

Signed, sealed and delivered by the said lessees in the presence of— } *Lessees.*

Witness

Witness.

**Schedule.**

Description and boundaries of lands hereinbefore leased 718 acres, 7 kanals and 14 marlas of land in mauzas <sup>57, 25 and 22</sup> <sub>2-L</sub>, Tahsil Okara, in the Montgomery district.

Bounded on the North by L. B. D. Canal.

Bounded on the South by Railway Line.

Bounded on the East by Village No. 20 A/2-L.

Bounded on the West by village No. 56/2-L.

Presented by Mr. Leonard Mitchell, son of Mr. Frank J. Mitchell, resident of Renala Khurd, now a lessee of Indian Mildura Fruit Farm, Renala Khurd, at the office of Sub-Registrar, Okara, this 12th day of January 1932 at 12.30 P.M., for registration.

(Sd.) L. MITCHELL.

(Sd.) ABDUR RAHIM,

Sub-Registrar.

Mr. Frank J. Mitchell, Mr. Leonard Mitchell and Mr. Richard Mitchell, lessees of the Indian Mildura Fruit Farm, Renala Khurd, having presented themselves personally before me understand the conditions of sale, and admit them to be correct. The executants are personally known to me.

(Sd.) F. J. MITCHELL.

(Sd.) ABDUR RAHIM,

(Sd.) L. MITCHELL.

Sub-Registrar.

(Sd.) R. MITCHELL.

Certified that the document in question has been entered on the register this day of 13th January 1932 on register No. 1, Volume 31, pages 102 to 115 on No. 11.

The signature of executants were taken in my presence.

(Sd.) ABDUR RAHIM,

13-1-32.

Sub-Registrar.

### **(3) Lease deed executed by Sir Jogendra Singh, Kt.**

*(Punjab Government letter No. 115-C., dated 10th January, 1933).*

[ THIS DEED HAS BEEN EXECUTED IN SUPERSESSION OF THE ORIGINAL STATEMENT OF CONDITION WHICH IS NOT REPRODUCED. ]

THIS INSTRUMENT of lease made this \_\_\_\_\_ day of \_\_\_\_\_ 1931 Between the Secretary of State for \_\_\_\_\_ India in Council (hereinafter called the Government or Lessor) of the one part.

And the Honourable Sardar Sir Jogendra Singh, Kt., Minister for Agriculture in the Government of the Punjab at present residing at Lahore (hereinafter called the tenant) of the other part.

Whereas the Lessor is the absolute owner of the plot or land hereinafter mentioned and intended to be leased, and which is more particularly described in the schedule hereunto annexed, and delineated on the plan hereunto annexed, And Whereas Sir Jogendra Singh was granted a lease of the said land for a period of 20 years, which period terminates on the 22nd of April 1934, And Whereas the tenant has

applied for an extension of the said lease, And Whereas the Lessor has agreed to grant the same subject to the several stipulations and conditions by the tenant to be observed. This instrument hereby witnesseth that in consideration of the rent herein reserved and the stipulations and conditions herein contained and by the tenant to be observed the Lessor doth hereby grant to the tenant a lease of all that piece or parcel of land known as the Iqbalnagar estate and situated in Iqbalnagar village in Montgomery tahsil in Montgomery district, measuring 1,860 acres more or less, and more particularly described in the schedule and delineated and coloured in red colour on the plan hereunto annexed, to hold the same unto and to the use of the Lessees, subject nevertheless to the conditions and reservations hereinafter appearing, and it is hereby agreed by and between the parties hereto as follows, that is to say :—

1. That this lease is granted subject to the provisions of the Colonization of Government Lands (Punjab) Act V of 1912, hereinafter referred to as the said Act, and His Excellency the Governor in Council is pleased to declare that the tenancy hereby created shall be a scheduled tenancy under section 4 of the said Act.

2. In this instrument—

- (a) “ the lands ” and “ the said land ” shall mean the lands described in the schedule hereto annexed,
- (b) “ Collector ” and “ Commissioner ” shall have the meanings assigned to them in section 3 of the said Act,
- (c) “ Director of Agriculture ” shall include any officer appointed by the Local Government to exercise the functions of the Director of Agriculture for the purpose of this lease,
- (d) “ Improvements ” shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887,
- (e) “ Power ” shall be deemed to mean any source of energy other than human or animal,
- (f) the term “ tenant ” shall, subject to clause 27, mean and include the said tenant, his heirs, legal representatives and assigns,
- (g) the term “ Government ” shall mean and include every person duly authorised to act for or represent the Government of the Punjab in relation to any matter or thing contained in or arising out of the lease.

3. Government does not grant to the tenant but hereby absolutely excepts and reserves to itself out of and in respect of the lands (1) all grounds situate in the lands or any part thereof already marked out, excavated or otherwise utilised for the distributary channels of the

canal, and (2) all rights to and over all mines and minerals, coal, gold-washings, earth-oil and quarries in or under the lands or any part thereof, together with all easements heretofore enjoyed by Government in respect of the lands or any part thereof.

And it likewise excepts and reserves all roads situated in the lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

And it likewise excepts and reserves the rights of the public to traverse a width of  $16\frac{1}{2}$  feet along one side of the lines bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of  $16\frac{1}{2}$  feet otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

4. The tenant shall at all times permit the officers of Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away all mines and minerals, coal, gold-washings, earth-oil and quarries and for the full enjoyment of the ground and of the rights hereinbefore reserved to Government and all mines and minerals, coal, gold-washings, earth-oil, quarries and easements in or under the lands and all parts thereof.

5. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of and finally resume for Government, free of charge, so much of the lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, watercourses or any work connected therewith.

6. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the lands, together with his share of the cost of the watercourse or watercourses of the estate in which the lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estates, and also with the costs of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector respectively.

7. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

8. The tenant shall not, without the written permission of Government first obtained, assign or sublet or part with the possession of the said land, or any part or parts thereof, except to cultivators holding under himself, and in no case shall he, without the previous permission in writing of the Collector, sublet the said lands, or any part or

parts thereof, to any person, who during the two years previous shall have cultivated non-colony lands in Montgomery or Multan district.

9. The tenant shall pay when due, in respect of the lands or any part thereof to such persons and at such times and places as the Collector may from time to time appoint, land revenue, occupier's rate, and cesses in respect of the lands, at the rates from time to time applicable under the orders of Government to land in the same assessment circle. He shall also pay *malikana* at the following rates for the following period :—

- (a) During the currency of the present settlement, at the rate in force in the Lower Doab Canal Colony, *viz.*, one rupee per acre matured.
- (b) During the currency of the settlement shortly to be announced, at the rate to be fixed for the Lower Bari Doab Canal Colony or for this portion of the Colony, as may be determined by the Local Government.

10. All trees and brushwood on the lands shall be at the absolute disposal of the tenant and may be sold by him.

11. The tenant may sink wells, make water-courses, plant trees, erect buildings and otherwise improve the lands, and subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, he shall be entitled to all the produce of the lands other than those specified in clause 3 of this statement :

Provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that Department :

Provided further that on the expiration of the tenancy and also in case of resumption of the tenancy by the Collector under section 24 of Act V of 1912, no compensation shall be payable for improvements other than buildings and trees.

12. The tenant shall maintain the whole of the said culturable area under cultivation.

13. The tenant shall keep in full use a double engine or power system of ploughing tackle with ploughs of all kinds, cultivators, harrows, rollers, ridgers and land levellers as required by the Director of Agriculture.

14. The tenant shall use a steam or power threshing machine and shall erect steam or power cotton gins, if the Director of Agriculture so directs.

15. The tenant shall keep the engines, machinery and tackle referred to in the preceding clauses in thorough working order and good

repair, and shall work them to the maximum efficiency possible, in conformity with the directions of the Director of Agriculture, Punjab. The tenant may interculture by bullock power and employ tenants provided that all operations which can reasonably be done by steam or other power are done by that power and that other conditions of the tenancy are complied with.

16. The tenant shall grow for the Agricultural Department such cotton and other seed as the department wishes to multiply and distribute for seed. The area in which the Director of Agriculture may require seed to be sown will not exceed 200 acres of cotton and 800 acres of rabi crops in a year.

17. The tenant shall take all reasonable measures for the production of well matured seed, and more especially shall give such later waterings to cotton as may be necessary thereto; he shall provide *pakka* storage bins for the storage of wheat or other seed to the satisfaction of the Director of Agriculture.

18. The tenant shall make adequate arrangements for the separate ginning of each variety of cotton grown for seed and for the prevention of admixture.

19. The land referred to in clause 16 shall be laid out and cropped by the tenant in accordance with the requirements of the Director of Agriculture.

20. Hot weather ploughing of the lands referred to in condition 16 shall be conducted by the tenant in accordance with the requirements and under the supervision of the Agricultural Department.

21. A crop register shall be kept up by the tenant in respect of the lands in accordance with the requirements of the Director of Agriculture, whose officers will be allowed access to the farm and to all records maintained by the tenant in connection with the working of the tackle or the growing of seed for distribution purposes.

22. Subject to clause 24, the tenant shall not sell, except for seed, any of the crop grown from seed handed over to him for multiplication under clause 16. The Agricultural Department shall have the first claim to all such seed at the market price.

23. The Director of Agriculture shall determine as soon as possible after each harvest what seed he wishes to buy for seed distribution, and shall pay for all such seed at the market price for ordinary produce at Okara Mandi for cotton on 1st January and for wheat on 1st June.

24. The Director of Agriculture shall have the right to refuse to buy, and to forbid the tenant to sell for sowing such seed as is in his opinion unfit to produce a good crop. Such seed may be sold by the tenant in the ordinary market.

25. The tenant shall store all seed purchased by the Agricultural Department until the Director of Agriculture moves it for distribution. He shall not be liable for damage to or loss of seed so purchased while it is in his bins, provided all reasonable care has been exercised by him.

26. The tenancy shall be for a period of 23 years and shall terminate on the 21st of April 1954, that is, 40 years from the date when the original tenancy commenced.

The tenancy shall in no case be renewed so as to continue for more than 40 years from the date of the announcement of the original tenancy, i.e., from April 22nd, 1914.

The tenant shall be entitled to purchase the whole of the land with effect from April 22nd, 1934, i. e., after the expiry of 20 years from the date when he originally took possession of the land, by paying before that date a sum amounting to Rs. 5,53,780. If the tenant does not choose to exercise his option of purchase by April 22nd, 1934, he shall have a further option to purchase the land with effect from April 22nd, 1944, on payment before April 22nd, 1944, of a sum of Rs. 5,53,730 *plus* Rs. 55,373, that is, Rs. 6,09,103. Similarly if the tenant does not exercise his option of purchase by April 22nd, 1944, he shall be entitled to purchase the land with effect from the expiry of this tenancy by making a payment before April 22nd, 1954, of Rs. 5,53,730 *plus* Rs. 1,10,746, that is, Rs. 6,64,476. Provided that where in accordance with condition 5, any lands have been resumed, a deduction shall be made on this account *pro rata* on the price of the Estate at the date of purchase.

When the tenant shall have purchased the proprietary right, and shall have duly paid the whole of the purchase money therefor to Government, Government shall execute, or cause to be executed a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchaser shall thereupon in respect of the land so purchased cease to be subject to the conditions therein contained, with the exception of conditions, 3, 4, 7 and 28 of these presents, by which and by the provisions of Punjab Act V of 1912 applicable to proprietors of land, he shall continue to be bound :

Provided that if the tenant does not exercise his option of purchase in 1934 or 1944 he shall be bound to replace at a total cost not exceeding Rs. 50,000 on each of the two occasions noted below, such of the engines, machinery and tackle, referred to in clauses 13 and 14, as in the opinion of the Director of Agriculture have become antiquated, or otherwise in his opinion need to be replaced for the more effective accomplishment of the objects of this grant. Such a requisition must be made by the Director in writing—

(a) between April 22nd, 1933, and April 22nd, 1934,

(b) between April 22nd, 1943, and April 22nd, 1944.

27. In the event of the death of the tenant (Sardar Sir Jogendra Singh, Kt.) before the period of the tenancy expires, his younger son Sardar Iqbal Singh shall be his successor.

28. In the event of any dispute arising between Government and the tenant as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to the exercise by the Director of Agriculture of the discretion reserved to him by any of these conditions, or as to any other matters arising out of or connected with the conditions of the tenancy, the said dispute shall be referred for the opinion of the Commissioner of Multan Division, whose opinion shall be final and conclusive between Government and the tenant.

29. The lease deed shall be executed, stamped and registered at the cost of the Government. This lease deed cancels the previous deed executed, stamped and registered on the 7th and 8th July 1931.

30. The final conveyance deed shall be executed, stamped and registered at the expense of the vendee.

In witness whereof the said parties have hereunto set their respective hands the day and year first above written.

Signed by the Deputy Commissioner,  
Montgomery, on behalf of the Secretary  
of State for India in Council in the  
presence of—

Witnesses—

1. \_\_\_\_\_

} Deputy Commissioner,  
Montgomery.

Signed by the said the Hon'ble Sardar  
Sir Jogendra Singh, Kt., in the presence  
of—

Witnesses—

1. \_\_\_\_\_

2.



**SCHEDULE.**

**AREA LEASED IN THE IQBALNAGAR ESTATE IN THE VILLAGE OF IQBAL-  
NAGAR, MONTGOMERY TAHSIL, MONTGOMERY DISTRICT, PUNJAB,  
TO SIR JOGENDRA SINGH, KT., KHATA NUMBER 1.**

Number of rec- tangle.	Area.	Number of rec- tangle.	Area.	Number of rec- tangle.	Area.	Number of rec- tangle.	Area.
	K. M.		K. M.		K. M.		K. M.
1	34 10	24	100 9	47	200 0	70	200 0
2	125 5	25	15 12	48	200 0	71	200 0
3	137 5	26	192 2	49	200 0	72	199 19
4	53 17	27	200 0	50	200 0	73	193 18
5	3 1	28	200 0	51	188 4	74	50 11
6	1 5	29	200 0	52	200 0	75	200 0
7	52 7	30	199 19	53	199 18	76	149 5
8	132 17	31	74 15	54	200 0	77	199 19
9	181 7	32	173 13	55	187 9	78	200 0
10	90 12	33	200 0	56	199 10	79	200 0
11	8 7	34	200 0	57	200 0	80	200 0
12	7 17	35	200 0	58	200 0	81	200 0
13	184 0	36	200 0	59	200 0	82	200 1
14	200 0	37	114 18	60	200 0	83	200 0
15	200 0	38	102 10	61	186 8	84	200 0
16	175 13	39	198 18	62	79 1	85	200 0
17	41 1	40	200 0	63	27 18	86	200 0
18	27 19	41	200 0	64	197 8	87	200 0
19	180 1	42	200 0	65	200 0	88	200 0
20	187 15	43	191 13	66	199 19	89	200 0
21	200 2	44	29 3	67	200 0	90	196 4
22	200 2	45	145 19	68	199 19	91	190 13
23	200 0	46	199 18	69	199 19	..	..
						96	2 0
						100	(shop). 71 13 (Garden).
						Total ..	14,884 6 or 1,860 acres, 4 kanals and 6 marlas.

**(4) Form of deed of agreement executed by the Tuman-  
dars of Dera Ghazi Khan District.**

*(Punjab Government letter No. 15628-R., dated 20th August 1918).*

This deed of grant made the .....  
.....day of.....  
by the Secretary of State for India in Council (hereinafter referred to  
as the Grantor) of the one part to .. .....  
Tumandar of..... of the other part.

Whereas the Grantor hath agreed to grant to the Tumandar.....  
.....rectangles equivalent to....  
..... acres of land situate at .....

Now therefore these presents witness that the Grantor doth  
hereby grant convey and assign to the said Tumandar and his successors  
in the Tumandari the ..... rectangles of the land  
(equivalent to ..... acres) more par-  
ticularly mentioned and described in the Schedule hereunto annexed  
signed by the parties and marked A and the map or plan also hereunto  
annexed signed by the parties and marked B.\* Together with all the  
right, title, interest, claim and demand of the Gantor in and to the  
same, save as hereinafter specified with all rights to trees, shrubs, ways,  
waters, water-courses, easements, rights and appurtenances save as  
hereinafter specified.

To have and to hold the same unto the Grantee subject to the  
terms and conditions following that is to say :—

1. In accordance with section 3 of the Crown Grants Act 1895  
this grant shall be valid and take effect according to its tenor any rule  
of law, statute or enactment of the legislature to the contrary notwith-  
standing.

2. In this deed of grant—

- (a) “ the lands ” and “ the said lands ” shall mean the lands  
included in this grant ;
- (b) “ the date of the commencement of the grant ” shall mean  
the date on which the Tumandar is put in possession of  
the said lands or of any part thereof ;
- (c) “ Tumandar ” shall include any Tumandar upon whom this  
grant may from time to time devolve.

3. The Tumandar shall duly pay the to Local Government of the  
Punjab for the said lands the sum of \_\_\_\_\_rupees, being  
calculated at the rate of seventy-five rupees per acre on the area of the  
said lands, in thirty equal annual instalments of \_\_\_\_\_  
rupees on the \_\_\_\_\_day of \_\_\_\_\_  
\_\_\_\_\_in each year the first instalment to be paid  
on the \_\_\_\_\_day of \_\_\_\_\_  
but the Tumandar may pay the amount or any portion thereof sooner  
if he so desires.

4. The Tumandar shall pay interest at the rate of 6½ per cent. per annum on the amount of principal unpaid with effect from the date of the commencement of the grant, and such interest shall be payable on the dates fixed for payment of the principal :

Provided that if the Tumandar pays the whole of the principal within two years from the date of commencement of the grant no interest whatever shall be paid by him.

5. The instalments of principal and the interest shall be recoverable under the rules governing taccavi under Act XIX of 1883 by the Collector of the District.

6. The Tumandar shall be put in possession of the said lands immediately on the execution of these presents. He shall pay no *malikana*.

7. On the death of Tumandar or on his ceasing to be Tumandar, the said lands shall thereafter devolve upon the person or persons who from time to time succeed to or are appointed to the Tumandari save with the previous consent in writing of the Local Government.

8. The Tumandar shall have no power to alienate the whole or any part of the said lands or to create any charge thereupon, and any sale, mortgage, gift, exchange, will or other transfer thereof shall be null and void :

Provided that nothing in this condition shall be deemed to prevent the Tumandar from letting the whole or any portion of the lands on lease for a period not exceeding one year.

9. The said lands shall not be attached or sold in execution of a decree or order of any Court or in any insolvency proceedings.

10. The Local Government does not grant to the Tumandar but hereby absolutely excepts and reserves to itself out of and in respect of the said lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributry channels of the canal, and (2) all existing rights to and over all mines and minerals, coals, gold washings, earth-oils and quarries in or under the said lands or any part thereof, together with all easements heretofore, enjoyed by the Government in respect of the said lands or any part thereof.

11. The Tumandar shall at all times permit any officer or officers of Government to enter into or upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold washings, earth-oil, quarries and easements, in or under the said lands and all parts thereof.

12. The Local Government agrees to pay to the Tumandar reasonable compensation for any damage at any time directly occasioned

by the exercise by the Local Government of all or any of the rights reserved to itself in clause 10 and clause 11 other than existing rights of way and water and other easements.

13. The Local Government does not grant to the Tumandar, but hereby absolutely excepts and reserves, all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in office of the Collector.

And it likewise excepts and reserves the rights of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

14. The Tumandar shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith :

Provided that this condition shall remain in force for five years only from the date of the commencement of the grant, and if the total area resumed from the Tumandar under this clause exceeds one kanal of land, the Tumandar shall be entitled to and shall be allowed a rateable rebate from the purchase money of the grant or to a rateable refund in the event of the whole purchase money having been already paid.

15. No compensation shall be claimable by the Tumandar or any other person in respect of any exception or reservation referred to in clause 13 hereof but in respect of any area so reserved no occupiers' rates land revenues or cesses shall be payable by the Tumandar.

16. The Tumandar shall be chargeable with the whole of the cost of the survey and demarcation of the said lands together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of each estate, and also with the costs of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

17. The Tumandar shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

18. The Tumandar shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the

Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

19. The Tumandar shall pay when due, in respect of the said lands or any part thereof all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force; and all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint:

Provided, also, that the Local Government shall remit the whole demand on account of occupier's rates in respect of the first four harvest gathered from the lands when cultivated by means of irrigation from the Lower Bari Doab Canal:

Provided, also, that the Local Government shall remit the whole of the demand on account of land revenue, and cesses in respect of the first two harvest gathered from the lands when cultivated by means of irrigation from the Lower Bari Doab Canal:

Provided, also, that the Collector shall decide which is the first harvest gathered from the lands cultivated by means of irrigation from the Lower Bari Doab Canal, and that his decision shall be final.

20. The Tumandar shall cause some person approved by the Collector to settle on the estate in which the said lands or some of them are situated within six months of the date on which the Collector directs that he be put in possession of any specified part of the said lands and he shall within one year of the same date either himself build or cause to be built a house, to the satisfaction of the Collector, on a site allotted by the Collector, or (with the permission of the Collector) on his own land.

21. If within three years from the date of the commencement of the grant no suitable well for drinking purposes is constructed in the said lands the Collector may have a well constructed by such agency as he deems fit, and in such case the Tumandar shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date of the commencement of the grant.

22. All trees and brushwood on the said lands shall be at the absolute disposal of the Tumandar and may be sold by him.

23. The Tumandar may sink wells, make water-courses, plant trees, build houses and otherwise improve the land and subject to the due fulfilment by him of ..... the condition and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 9 thereof; provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water course in use shall be kept in proper repair by the Tumandar to the satisfaction of that Department.

24. The Tumandar shall bring one-third of the culturable area of the said lands under cultivation, within three years from the date of the commencement of the grant, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said land under cultivation to the extent of one-half thereof.

25. The Tumandar shall not without the permission of the Collector recorded in writing cultivate the said lands or any part thereof by means of any person who during the previous two years shall have cultivated non-colony lands in the Montgomery or Multan district.

26. The Tumandar will also receive proprietary rights in the land, if any, allotted to him in the village site on payment at the same rate as for the grant.

27. The Tumandar shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the Tumandar shall be final, and if the Local Government is of opinion that the Tumandar has committed a breach of this condition it may resume the grant or any portion thereof either temporarily or permanently and such resumption shall not affect any other penalty to which the Tumandar may be liable under these conditions or otherwise.

28. If any difference shall arise between the parties hereto in regard to this grant or to any act or thing to be done in pursuance hereof or to any other matter or thing relating to or connected with the said grant such difference shall be referred to the decision of the Financial Commissioner, Punjab, whose decision shall be final and conclusive between the said parties.

In witness whereof the parties hereto have hereunto set their hands on the date above mentioned.

Signed and delivered by .....

.....  
for and on behalf of the Secretary  
of State for India in Council acting  
in the premises under the authority  
of His Honour the Lieutenant-Governor of the Punjab.

Signed and delivered by .....

.....

(the said Tumandar) in presence of—

Witnesses :— { (1) Name .....  
(2) Address .....  
(1) Name .....  
(2) Address .....

## SECTION 3.—FORMS OF SANAD OF OCCUPANCY RIGHTS.

Four forms of sanad for the grant of occupancy rights were sanctioned in Junior Secretary to Financial Commissioners' letter No. 301—1184—B—15, dated 2nd July 1919, viz.—

Form 1—for the grant of occupancy rights to an original peasant tenant.

Form 2—for the grant of occupancy rights to an original landed gentry tenant.

Form 3—for the grant of occupancy rights to the successor of an original peasant tenant.

Form 4—for the grant of occupancy rights to the successor of an original landed gentry tenant.

The form below shows the variations in the different forms distinguished by the numbers of the forms.

## SANAD OF OCCUPANCY RIGHTS.

Whereas [*name, parentage, caste and residence of tenant*] (Forms 3 and 4 only—<sup>has</sup><sub>have</sub>—under the orders duly passed in mutation number ————dated———19 , succeeded to the interest of [*name, parentage, caste and residence of original tenant*] who was allotted or after allotment obtained by duly sanctioned exchange the land described in the schedule attached to this sanad as a tenant with effect from [*date of commencement of tenancy*] on the conditions published in Punjab Government Notification

40, dated 31st March 1915.\*

(Forms 1 and 3,

132, dated 11th December 1916.\*

(Forms 2 and 4)

No.

132, dated 11th December 1916 as amended by Punjab Government notification Nos. 5078 and 5090, dated 21st February 1919.\*

1397 S., dated 12th July 1915.\*

No. 1397 S., dated 12th July 1915, as amended by Punjab Government notification No. 5090, dated 21st February 1919.\*

[Forms 3 and 4 only—or <sup>has</sup><sub>have</sub>—<sup>himself</sup><sub>herself</sub>—<sup>themself</sup><sub>themselves</sub>—obtained the said land by

duly sanctioned exchange,] and whereas at or after the expiration of five years from the said———19 , the said [*name of tenant*] having paid all sums due to Government under the conditions prescribed in the said notification having duly observed all the stipulations therein contained was under clause 4 of the said conditions entitled to receive

from the Government a sanad giving <sup>him</sup><sub>her</sub>—<sup>him</sup><sub>them</sub>—a right of occupancy in the

said land, and whereas the said [*name of tenant*]<sup>has</sup><sub>have</sub>—paid all such sums and duly observed all such stipulations, now therefore this

\*Entries not applicable to be struck out.

sanad of occupancy rights in the said land is granted to the said [*name of tenant*] and <sup>he</sup>~~she~~ shall hold and possess the said land and every part thereof subject for ever to all the provisions and stipulations contained in the statement of conditions published in the said notification, and such occupancy rights shall be deemed to have been conferred with effect from this the \_\_\_\_\_ day of \_\_\_\_\_ 19 .

*Collector.*

### Schedule.

Number of village and rajbaha.	Rectangle number.	Killa numbers.	Area of tenancy.

*Collector.*

### Urdu Translation of form of Sanad,

#### SANAD HAQUQ DAKHILKARI.

Hargāh musammī \_\_\_\_\_ wald \_\_\_\_\_ qaum \_\_\_\_\_  
 sākin \_\_\_\_\_ [forms 3 and 4 only—bazairi'ah hukm muqadamah  
 intiqāl nambar \_\_\_\_\_ muwarra<sup>kh</sup>ah \_\_\_\_\_ musammī  
 \_\_\_\_\_ wald \_\_\_\_\_ qaum \_\_\_\_\_ sākin \_\_\_\_\_ ke

haquq <sup>kā</sup>~~ke~~ wāris qarār <sup>pāyā hai</sup>~~pāc hāin~~ <sup>jis</sup>~~jīn~~ ko az ibtīdā'-i-tārikh \_\_\_\_\_  
<sup>kī</sup>

woh zamīn jiskī tashrih shadūl m'atrūfa sanad haza meñ kī ga'i hai  
 ba haisiyat mazāriah un sharā'at par taqsim kī ga'i thī yā bā'd taqsim



bazirī'ah tabādalah manzūr shuda hasil hu'ī thī jinkī ishā'at Punjāb Gav-

40 muwarrahah 13 Mārch san 1915

132 muwarrahah 11 Dasambar san 1916.

arnmant ke ishtihār (forms 1 and 3) nambar 132 muwarrahah 11 Dasambar san 1916, marammama bazirī'ah ishtihārāt nambar 5078 wa 5080 muwarrahah 21 Farwari san 1919

(forms 2 and 4) nambar

1397 es muwarrahah 12 Jula'ī san 1915

1397 es muwarrahah 12 Jula'ī san 1915 marammama bazirī'ah ishtihār nambar 5080 muwarrahah 21 Farwari san 1919

meñ ho chuki hai [forms 3 and 4 only—ya  $\frac{us\ ne}{unhon\ ne}$  arāzi mazkūr bazairī'ah tabādalah manzūr shudāh hasil kī hai] aur hargāh tārīkh \_\_\_\_\_ san 19 , mazkūrah bālā se pāñch sal guzarne par ya guzarne ba'd musammī mazkūr tamām matālīb jo zer sharā'it mandarjah ishtihār mazkūrah bālā baḥaq Gavarnmant wājib ul-ādā the ada karke aur tamam shara'at mandarjah ishtihar mazkur  $\frac{kā}{kī}$  paband

rahkar zer fiqrah chār sharā'at mazkūr is bāt  $\frac{kā}{kī}$  mustahiq  $\frac{hai}{hain}$  ki  $\frac{us\ ko}{un\ ko}$

zamīn mazkūr men haqūq dakhilkārī ki sanad Gavarnment āliah se 'atā ho. Binābarīn musammī \_\_\_\_\_ mazkūr ko yih sanad haqūq dakhilkārī arāzi mazkūr is waqt 'ata ki jati hai, aur

woh arazi mazkūr aur us ke har ek juzv ko  $\frac{rakhegā}{rakhege}$  aur uspar qābiz rakhegi

$\frac{rahegā,}{rehenge,}$  magar hameshah ba tabiyat un tamām sharā'at wa qawā'id ke  $\frac{rahegi,}$

jinkī tashrīh un sharā'at meñ hu'ī hai jo ishtihār mandarjah bālā meñ shā'ih ho chuki hai—aur is li'e haqūq dakhilkārī āj muwarrahah \_\_\_\_\_ 19 se 'ata shudāh samjhe jāweñge.

Kalaktar Bahādur.

### Shadul.

Nambar mauza wa rājbah.	Nambar mus-tatil.	Nambar killah.	Rakbah, khāta mazarāt.

Kalaktar Bahadur.

## SECTION 4.—FORMS OF DEEDS OF SALE, AUCTION CONDITIONS, ETC.

The forms reproduced in this section, together with the authority under which they were sanctioned, are shown in the following table :—

Number of form.	Form.	Authority for the form.	Page.
1	Notice of sale by auction of agricultural lands, condition of sale agreement and to purchase.	Punjab Government letter No. 139-S. (Rev.), dated 26th May 1916.	192
2	Deed of conveyance of agricultural lands sold by auction or private treaty.	Ditto ditto.	199
3	Agreement of sale, conditions of sale and deed of sale of land sold to—		203
	(a) members of the depressed classes;	Punjab Government endorsement No. 17954 (Rev.), dated 27th September 1917.	
	(b) the Salvation Army Property Company;	Punjab Government letter No. 310 (Rev. and Agri.—Genl.), dated 4th May 1916.	
	(c) the Arya Megh Udhar Sabha;	Punjab Government letter No. 20433 (Rev.), dated 6th November 1917.	
	(d) the Roman Catholic Bishop of Lahore;	Punjab Government letter No. 1179-R., dated 15th January 1918	
	(e) former lessees of Government land.	Punjab Government letter No. 293 (Rev. and Agri.—Genl.), dated 20th April 1915.	
4	Form of sub-lease approved for letting of lands by the Salvation Army Property Company to sub-tenants.	Senior Secretary to Financial Commissioners' letter No. 301—1179-C-3, dated 2nd October 1916.	210
5	Conditions of sale by auction of sites in towns.	Punjab Government letter No. 139-S. (Rev.), dated 26th May 1916.	214
6	Deed of conveyance of sites in towns sold by auction.	Ditto ditto.	217
7	Deed of conveyance of land sold as a site for a cotton-ginning factory.	Punjab Government letters No. 1687-S. (Rev.), dated 21st September 1916, and No. 21205, dated 8th October 1919.	221
8	Form of lease of land to be irrigated by lift.	Punjab Government memo. No. 159-S. (Rev.), dated 27th June 1919.	226

Number of form.	Form.	Authority for the form.	Page.
9	Form of deed of conveyance for agricultural land in which proprietary rights have been acquired by tenants to whom no such promise was made in the conditions of allotment.	Financial Commissioner's letter No. 511-12-C, dated 5th February 1931.	231
10	Form of deed, Tender, Security bond, etc., of temporary cultivation leases.	Punjab Government letter No. 231-40-C, dated 17th January 1931.	235
11	Deed of conveyance for agricultural land in which a free grant of proprietary rights has been made.	Financial Commissioners' letter No. 4570-C, dated 30th November 1932.	239
12	Deed of conveyance of land granted for certain purposes in respect of which proprietary rights have been purchased by the tenants.	Punjab Government notification No. 837-C, dated 1st March 1933.	243
13	Notice for the sale of shop sites in villages.	Punjab Government letter No. 833-C, dated 1st March 1933.	246

### (1) Notice of sale by auction of agricultural lands, conditions of sale and agreement to purchase.

#### NOTICE.

1. Whereas instructions have been received from Government for the sale by auction of the Government waste lands described in the particulars hereunto annexed and marked Schedule I, notice is hereby given that plans of the said waste lands are open to inspection, free of charge, at the offices of the Colonization Officer, Montgomery, the Deputy Commissioner, Multan\*.....and will also be supplied at a small charge on application by post, and that the said lands will be put up to sale by public auction at Montgomery on (*dates of auction*), and will be sold upon the conditions hereunto annexed and marked Schedule II unless the sale shall, in the meantime, have been stopped or postponed by order of superior authority.

2. No person shall be permitted to bid at the auction on behalf of any other person, whether present or absent, unless he deposits with the presiding officer a duly executed and registered power-of-attorney (Article 48, Schedule I, Stamp Act) specially authorizing him so to bid and generally to represent such other person at the auction.

\*Various other officials are also specified in the notices according to the situation of the land to be sold.

3. Under no circumstances will any exchange be made of the lands sold, nor does Government accept any liability for the correct identification by the bidder of the lots sold. Lots can be identified on the ground by the help of the survey marks and the plans alluded to in paragraph 1 above. The following arrangements have also been made for assisting intending purchasers who should themselves inspect the land. Patwaris will show visitors round at any time between the date of this notice and the date of sale, and they will be under the supervision of kanungos posted in the circles. Chaprasis will be on duty at.....stations to direct intending purchasers to the land. If any difficulty arises application can be made to†.....

4. The land will be sold subject to a reserve price, and Government reserves the right to withdraw any plot from auction without previous notice.

Issued at Montgomery by the undersigned this-----day  
of-----193 .

*Colonization Officer, Montgomery.*

### **Schedule I.**

#### **PARTICULARS OF LOTS TO BE SOLD.**

1. The land to be sold is Government waste lands, situate in tahsils Gugera and Montgomery in the district of Montgomery and Khanewal in the district of Multan.

2. The areas (more or less) of the lands, the *rajbahs* extended to them and the boundaries are given in the statement attached.

(a) These lands will be sold in lots numbered as shown in the list and maps in the offices of the Colonization Officer, Montgomery, the Sub-Divisional Officer, Khanewal, the Deputy Commissioner, Multan, and the Colony Tahsildars, Okara, Chichawatni and Mian Channu. The list and maps bear the signature of the Colonization Officer. The number and the approximate size of the lots in each estate are set forth in column 5 of the attached statement.

(b) Distributaries of the Lower Bari Doab Canal have been extended to these lands, and plans signed by the Executive Engineer are open to inspection, free of charge, at the offices of the Colonization Officer, Montgomery, the Deputy Commissioner, Multan, the Sub-Divisional Officer, Khanewal, and..... These plans and list of lots show the extent to which these lands are believed to be irrigable from the abovementioned channels by flow or by lift, as the case may be.

The supply of water in the canal will probably irrigate as noted in the schedule of lots, but Government does not hold itself in any way responsible for supplying any water to any of the said lands or for the correctness of the said plans, and no failure or error in these respects shall be a ground for avoiding the sale or claiming compensation.

---

†Various officials are named.

(c) The trees and underwood, and all other products whatever of the said lands, will be included in the sale, save and except all mines, minerals, coals, gold-washings, earth-oil and quarries in or under the said lands.

STATEMENT REFERRED TO IN SCHEDULE I.

Serial No. of auction plots.	Name of tahsil.	Name of village or other known place.	Gross area in acres.	Description of plots.	Rajbahas.

**Schedule II.**

CONDITIONS OF SALE.

I.—The lands will be sold subject to all rights of way or water and other easements, if any, subsisting thereon.

II.—The lands will be sold in full proprietary right, but subject to the following conditions:—

- (a) The proprietary rights shall be subject to the exception and reservation to Government, its successors and assigns of all mines, minerals, coals, goldwashings, earth-oil and quarries in or under the said lands, and full right at all times to enter upon any part of the said lands and to do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting and carrying away any mines, minerals, coals, gold-washings, earth-oil or quarries in or under the said lands without leaving any vertical or lateral support for the surface thereof, or any building for the time being standing thereon (Government, its successors and assigns making reasonable compensation to the purchaser, his heirs, legal representatives and assigns, and his or their lessees or tenants, for all damage occasioned by the exercise of the rights reserved).
- (b) The land revenue demand for the time being assessed thereon, and all general taxes, local taxes and cesses to which revenue-paying lands are liable, shall be duly paid. No charge on this account will be made during the first year, but land confiscated and re-sold is not entitled to fresh remissions if it has already enjoyed the full number allowed.
- (c) *Canal occupier's rate* will be charged in accordance with the rates in force (*vide* Punjab Government, Irrigation Branch, notification No. 547-R. I., dated 23rd April 1913), or to be enforced on the Lower Bari Doab Canal, provided that water will be given free for one year only after auction.

- (d) (i) The alignment of main roads, existing or proposed for construction, is shown upon the plans. The area of such roads has in all cases been excluded from the calculation of auction plots and no property in them will pass to the purchaser of such plots.
- (ii) Village roads to provide communication between village sites and zamindari roads to provide access to each rectangle ( $16\frac{1}{2}$  feet in width in either case) are delineated on the plans signed by the Executive Engineer, and such areas are included in the areas of the lots to be sold. But the purchaser has no right of cultivation over any such area, and the Collector, may, at his discretion, make any new roads not exceeding  $16\frac{1}{2}$  feet in width or alter the direction of any such existing roads, and the purchaser shall be entitled to no compensation by reason of such action.
- (iii) If any purchaser requires a road to be made giving access to his land from a main or village road through the land of another purchaser, the Collector may, on requisition signed by the purchaser, acquire the land necessary for such road not exceeding  $16\frac{1}{2}$  feet in width, at the cost of the purchaser requiring the road, and the purchaser of the lot in which the land so to be acquired is situated shall surrender the land on receipt of the cost of the same, calculated at the rate per acre at which the lot was purchased.
- (e) Water-courses are delineated on the plans, but the Canal Officer empowered in that behalf may, at his discretion, construct or cause to be constructed any new water-courses, or alter the direction of any existing water-course, and the purchaser shall be entitled to no compensation by reason of such action except compensation for damage to standing crops. No water-course shall be constructed except with the approval of the Divisional or Sub-Divisional Canal Officer and under the provision of section 16 of the Northern India Canal and Drainage Act, VIII of 1883. In accordance with these provisions the cost, as determined by the Divisional Canal Officer, of all water-courses already constructed or hereafter constructed, shall be recovered from all persons using the same in such manner and at such time as may be fixed by the general or special orders of Government.
- (f) The purchaser shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary

for the general convenience of the residents of such estate, and also with the cost of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government or by the Collector, in the case of repairs of roads and culverts, shall be recoverable in such manner and at such time as may be fixed by Government or by the Collector, respectively.

- (g) In case of any dispute arising between the purchaser and Government as to the property and rights hereby reserved, or any matter incidental or in any way relating thereto, or as to any of the above terms and conditions, the said dispute or disputes shall be referred for the arbitration of the Financial Commissioner, whose decision shall be final and binding on both parties. The sale is also subject to the limitation next following.

III.—The purchaser shall not, without the sanction in writing of the Collector, alienate any portion of the lot sold before he shall have received the deed of conveyance hereinafter mentioned.

IV.—The lands, with the wood on it (where there is any), will be put up in lots of various sizes as shown in the list and maps at the offices of the Colonization Officer, Montgomery, and the Deputy Commissioner, Multan, and the Colony Tahsildars, Okara, Chichawatni and Mian Channu, referred to in paragraph 2 (a) of Schedule I.

The lots vary in size and are as shown in the schedule of lots attached. A reserve price will be fixed by Government, but will not be disclosed unless the highest bid in any case is lower than the reserve price. The highest bidder above the reserve price shall be the purchaser. In case of dispute between two equal bidders the lot shall be put up again at the last preceding bid. Bids shall be received by the presiding officer at so much per acre, and no bid shall advance by less than one rupee per acre.

Intending purchasers may make their tenders by written application enclosing a sum amounting to Rs. 30 per acre calculated to the nearest whole acre of the area comprising the lot for which they wish to bid. Such written applications must reach the Colonization Officer, Montgomery, not later than the evening of the . The highest tender so made for any particular plot shall be deemed to be a bid of the amount tendered, and if no advance be made upon it at the auction, it shall be considered the highest bid. Intending purchasers will be shown the land to be offered for sale at any time by the patwari in whose circle the land is situated.

V.—The purchaser shall on the day when his bid is accepted pay a deposit in part payment of the purchase-money of Rs. 30 per acre, calculated to the nearest whole acre, of the area or areas purchased by him and sign an agreement in the Form B, hereto annexed, upon stamped paper to be provided at his expense.

VI.—In default of such payment, or in the event of refusal to sign such agreement, the lot may be again put up and re-sold. In

the event of the foregoing conditions being fulfilled the purchaser shall receive an attested copy of the said agreement upon stamped paper to be provided at his expense.

VII.—Upon the expiration of one month from the date of sale simple interest at the rate of Rs. 6 per cent. per annum shall be charged upon the balance of the purchase-money for the time being remaining unpaid until date of payment.

VIII.—Such balance of purchase-money and interest may be paid at any time within 3 calendar months from the date of the sale; and otherwise it shall be paid without demand in six successive equal instalments, payable at intervals of 6 months on the successive dates fixed for the realization of the land revenue of the land so purchased; and the first of such instalments shall be paid on the date on which the land revenue for the first harvest on the land is payable, the Colonization Officer having power to determine which harvest shall be considered to be for the purposes of this condition the first harvest: provided that the purchaser may when paying the first or any subsequent instalment also pay all or any whole number of such instalments of purchase-money and interest as still remains due from him.

The payment within the period of 3 calendar months from the date of the sale, or within the period of 3 years as specified above, of such amounts and of the interest due, if any, shall be deemed to be of the essence of the contract for sale.

IX.—When the successful purchaser has paid the sum or sums mentioned in condition V above he will thereupon be placed in possession of the land sold by an officer appointed in that behalf by the Collector, and shall furnish to such officer a written acknowledgment of receipt of possession.

X.—If the purchaser shall make default in any payment due from him under these conditions, together with any interest that may have accrued, on due date, the Collector may rescind the contract, and all sums deposited in part payment of the purchase-money and interest thereon shall be forfeited to Government.

XI.—(1) When the whole of the purchase-money and all other sums due and payable by the purchaser under these conditions shall have been paid, and not till then, the Collector shall cause a conveyance to be drawn up in English in the Form B annexed to the Waste Land Lease Rules, with the addition of conditions II, (a) to (g), of these conditions, or to the same effect, and shall execute the same on behalf of Government, and shall then call upon the purchaser to execute the same.

(2) If the purchaser shall refuse to execute the said deed when called upon to do so by the Collector or shall fail so to do without any lawful excuse, Government shall have full power and authority forthwith to rescind the contract and cancel the sale.

XII.—When any contract has been rescinded under conditions VI, X or XI (2), and the land is re-sold for a price lower than that of



for the general convenience of the residents of such estate, and also with the cost of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government or by the Collector, in the case of repairs of roads and culverts, shall be recoverable in such manner and at such time as may be fixed by Government or by the Collector, respectively.

- (g) In case of any dispute arising between the purchaser and Government as to the property and rights hereby reserved, or any matter incidental or in any way relating thereto, or as to any of the above terms and conditions, the said dispute or disputes shall be referred for the arbitration of the Financial Commissioner, whose decision shall be final and binding on both parties. The sale is also subject to the limitation next following.

III.—The purchaser shall not, without the sanction in writing of the Collector, alienate any portion of the lot sold before he shall have received the deed of conveyance hereinafter mentioned.

IV.—The lands, with the wood on it (where there is any), will be put up in lots of various sizes as shown in the list and maps at the offices of the Colonization Officer, Montgomery, and the Deputy Commissioner, Multan, and the Colony Tahsildars, Okara, Chichawatni and Mian Channu, referred to in paragraph 2 (a) of Schedule I.

The lots vary in size and are as shown in the schedule of lots attached. A reserve price will be fixed by Government, but will not be disclosed unless the highest bid in any case is lower than the reserve price. The highest bidder above the reserve price shall be the purchaser. In case of dispute between two equal bidders the lot shall be put up again at the last preceding bid. Bids shall be received by the presiding officer at so much per acre, and no bid shall advance by less than one rupee per acre.

Intending purchasers may make their tenders by written application enclosing a sum amounting to Rs. 30 per acre calculated to the nearest whole acre of the area comprising the lot for which they wish to bid. Such written applications must reach the Colonization Officer, Montgomery, not later than the evening of the . The highest tender so made for any particular plot shall be deemed to be a bid of the amount tendered, and if no advance be made upon it at the auction, it shall be considered the highest bid. Intending purchasers will be shown the land to be offered for sale at any time by the patwari in whose circle the land is situated.

V.—The purchaser shall on the day when his bid is accepted pay a deposit in part payment of the purchase-money of Rs. 30 per acre, calculated to the nearest whole acre, of the area or areas purchased by him and sign an agreement in the Form B, hereto annexed, upon stamped paper to be provided at his expense.

VI.—In default of such payment, or in the event of refusal to sign such agreement, the lot may be again put up and re-sold. In

the event of the foregoing conditions being fulfilled the purchaser shall receive an attested copy of the said agreement upon stamped paper to be provided at his expense.

VII.—Upon the expiration of one month from the date of sale simple interest at the rate of Rs. 6 per cent. per annum shall be charged upon the balance of the purchase-money for the time being remaining unpaid until date of payment.

VIII.—Such balance of purchase-money and interest may be paid at any time within 3 calendar months from the date of the sale; and otherwise it shall be paid without demand in six successive equal instalments, payable at intervals of 6 months on the successive dates fixed for the realization of the land revenue of the land so purchased; and the first of such instalments shall be paid on the date on which the land revenue for the first harvest on the land is payable, the Colonization Officer having power to determine which harvest shall be considered to be for the purposes of this condition the first harvest: provided that the purchaser may when paying the first or any subsequent instalment also pay all or any whole number of such instalments of purchase-money and interest as still remains due from him.

The payment within the period of 8 calendar months from the date of the sale, or within the period of 8 years as specified above, of such amounts and of the interest due, if any, shall be deemed to be of the essence of the contract for sale.

IX.—When the successful purchaser has paid the sum or sums mentioned in condition V above he will thereupon be placed in possession of the land sold by an officer appointed in that behalf by the Collector, and shall furnish to such officer a written acknowledgment of receipt of possession.

X.—If the purchaser shall make default in any payment due from him under these conditions, together with any interest that may have accrued, on due date, the Collector may rescind the contract, and all sums deposited in part payment of the purchase-money and interest thereon shall be forfeited to Government.

XI.—(1) When the whole of the purchase-money and all other sums due and payable by the purchaser under these conditions shall have been paid, and not till then, the Collector shall cause a conveyance to be drawn up in English in the Form B annexed to the Waste Land Lease Rules, with the addition of conditions II, (a) to (g), of these conditions, or to the same effect, and shall execute the same on behalf of Government, and shall then call upon the purchaser to execute the same.

(2) If the purchaser shall refuse to execute the said deed when called upon to do so by the Collector or shall fail so to do without any lawful excuse, Government shall have full power and authority forthwith to rescind the contract and cancel the sale.

XII.—When any contract has been rescinded under conditions VI, X or XI (2), and the land is re-sold for a price lower than that of

the original purchaser, the original purchaser shall be liable to pay to Government the amount of the difference between his highest bid and the price for which the land has been re-sold.

XIII.—If the purchaser shall have been placed in possession of the land under the provisions of condition IX of these conditions and shall thereafter make default in payment of any sums due under these conditions on due date and the sale to him of the land be rescinded in accordance with the powers hereby granted to the Collector, Government shall have full right forthwith to re-enter upon, and resume possession of, the land.

XIV.—All payments to be made under these conditions on account of purchase-money or interest, or any other charges, shall be made at the office of the tahsil in which the land is situated : provided that with the written permission of the Collector payment may be made into any Government treasury.

XV.—The land is believed, and shall be taken, to be correctly described as to area and otherwise. If any error, misstatement or omission in the foregoing particulars shall be discovered, the same shall not annul the sale, but the price payable by the purchaser shall be adjusted, if necessary, with reference to the acreage of the lot purchased as finally ascertained and the price per acre bid by the purchaser.

NOTE.—It has been decided to add the following clause to all future conditions of sale by auction of Crown waste land in the canal colonies in the Punjab,—*vide* Senior Secretary to the Financial Commissioners' Demi-official No. 1049-C, dated the 17th March 1933, to the address of the Commissioner, Multan division :—

Until the full amount of the purchase money with any interest due thereon has been paid and the other conditions set forth in this statement have been fulfilled, the purchaser, who has been placed in possession of the land by order of the Collector, shall be deemed to be a tenant of such land under section 15, Colonization of Government Lands (Punjab), Act 1912.

### Form B.

#### FORM OF AGREEMENT REFERRED TO IN NO. V OF THE FOREGOING CONDITIONS.

I, \_\_\_\_\_, the son of \_\_\_\_\_, of \_\_\_\_\_ do hereby acknowledge that, on the sale by auction this \_\_\_\_\_ day of \_\_\_\_\_ of the property described in the particulars annexed to the notice of sale issued by the Colonization Officer, Montgomery, under date the \_\_\_\_\_, published at page \_\_\_\_\_ of the *Punjab Government Gazette*, I was the highest bidder for lot No. \_\_\_\_\_ in plot No. \_\_\_\_\_ and was declared the purchaser thereof, subject to the conditions of sale annexed to the said notice, at the price of Rs. \_\_\_\_\_ per acre, and that I have paid the sum of Rs. \_\_\_\_\_, by way of deposit and in part payment of the said purchase-money, to the Colonization Officer,

Montgomery, and I hereby agree to pay the remainder of the said purchase-money, and complete the said purchase according to the aforesaid conditions.

*Signature of purchaser.*

I HEREBY ratify this sale, and acknowledge receipt of the said deposit of Rs.

*Colonization Officer, Montgomery.*

## **(2) Deed of conveyance of agricultural lands sold by auction or private treaty.**

THIS instrument of conveyance made the \_\_\_\_\_ day of \_\_\_\_\_ in the year one thousand nine hundred and \_\_\_\_\_. Between the Secretary of State for India in Council (hereinafter called the grantor) of the one part and \_\_\_\_\_, son of \_\_\_\_\_, resident of \_\_\_\_\_, in the \_\_\_\_\_ District of the Punjab (hereinafter called the grantee), of the other part.

WHEREAS the grantor has agreed to grant and convey and \_\_\_\_\_, son of \_\_\_\_\_, resident of \_\_\_\_\_, in the \_\_\_\_\_ District of the Punjab, has agreed to take and purchase for and in consideration of the price, in the manner and subject to the terms and conditions hereinafter appearing the lands hereinafter more fully specified and described. *Now therefore this Instrument witnesseth* that, in consideration of the sum of Rs. \_\_\_\_\_ paid by the grantee to the grantor (the receipt whereof the grantor hereby acknowledges), and of the covenant, terms and conditions hereinafter contained and by the grantee to be observed and performed, the grantor doth hereby grant and convey unto the grantee the said lands, containing by admeasurement—acres more or less and more particularly described in the schedule marked "A" and delineated and coloured red in the map or plan marked "B" hereunto annexed and signed by both parties in token of correctness *to have and to hold* the said lands unto him, the grantee, his heirs and assigns for ever absolutely and in full proprietary right, together with all trees, underwood and agricultural produce of the said lands, but subject nevertheless to the reservations, terms and conditions hereinafter set forth. And the grantor for himself, his successors and assigns, and the grantee for himself, his heirs, representatives and assigns, do hereby respectively covenant and agree to abide by each and all of the terms, conditions and reservations hereinafter set forth, that is to say—

1. The grantor does not grant to the grantee and hereby expressly reserves unto himself his rights in all mines, minerals, coals, earth-oils, gold-washings and quarries in or under the lands hereby granted, and full right, power and authority, from time to time and at all times to enter upon any part of the said lands and to do all acts

and things that may be necessary or expedient for the purpose of searching for, getting, carrying away and enjoying any mines, minerals, coals, earth-oils, gold-washings or quarries in or under the said lands, without leaving any vertical or lateral support for the surface or any building for the time being standing thereon : and it shall be lawful for any engineers, surveyors, agents, workmen or officers authorized in that behalf by the grantor or his assigns at all times to enter upon any part of the said lands and to do all acts and things that may be necessary or expedient for ensuring to the grantor or his assigns full and perfect enjoyment of the rights hereby reserved. Provided always that the grantor and his assigns shall make reasonable compensation to the grantee, his heirs, representatives, assigns and his or their lessees or tenants for all damage directly occasioned by the exercise of the rights hereby reserved.

2. All rivers and streams and all rights of way and water and other easements (if any) subsisting in, on or over the said lands are hereby expressly reserved unto the grantor and are not granted to the grantee and the grantee shall not at any time obstruct or in any way interfere with any such rights of way or water or other easement.

3. The grantee shall regularly and from time to time pay all general taxes and all local taxes, rates and cesses lawfully imposed on or payable in respect of the said lands or of proprietary rights therein, and the land revenue demand now or for the time being lawfully assessed on the said lands and the canal occupiers' rates in force or to be enforced on the Lower Bari Doab Canal (\*provided that no rates will be charged for the first two harvests) and any arrear of any such tax, rate, cess, land revenue or canal occupier's rate at any time existing shall, without prejudice to any other power hereby conferred on or right hereby reserved to the grantor, be forthwith recoverable from the grantee as a first charge upon the lands hereby granted according to the law and practice for the time being in force regarding the recovery thereof.

4. The grantee shall at his own cost erect permanent marks on the lands hereby granted, demarcating correctly the boundaries and limits thereof, and will at all times maintain the same in good repair, in accordance with the directions (if any) from time to time issued in that behalf by the Collector for the time being of the \_\_\_\_\_ District or other proper officer. And in the event of any default at any time in regard to the requirements of this condition on the part of the grantee, it shall be lawful for the said Collector or other officer (without prejudice to any other power hereby conferred on or right hereby reserved to the grantor) to cause such boundary marks to be erected or repaired, as the case may be, and to recover the cost incurred thereby from the grantee as a first charge upon the lands hereby granted, in the manner for the time being provided for the recovery of an arrear of land-revenue.

5. The grantee shall maintain, at his own cost, such establishment for the purpose of police, conservancy and the like, in respect

\*Note.—The words in brackets should be struck out if the first two harvests have passed before the execution of this Deed.

of the said lands, as may be required by the general rules for the time being in force in that behalf: and in the event of any default at any time in regard to the requirements of his condition on the part of the grantee it shall be lawful for the Collector of the District, or other proper officer (without prejudice to any other power hereby conferred on or right reserved to the grantor), to appoint and maintain such establishment, and to recover the cost thereof from the grantee as a first charge upon the lands hereby granted, in the manner for the time being provided for the recovery of an arrear of land revenue or in the said rules.

6. The grantor does not grant to the grantee and expressly reserves to himself the area of land covered by the main roads existing or proposed for construction as shown on the map or plan hereunto annexed and marked B, and no property therein is conveyed to the grantee.

7. Village roads to provide communications between village sites and zamindari roads to provide access to each rectangle ( $16\frac{1}{2}$  feet in width in either case) are delineated on the map or plan, hereunto annexed by way of schedule and marked annexure B and such areas are included in the areas of the lots to be sold. But the purchaser has no right of cultivation over any such area, and the Collector, may, at his discretion, make any new roads not exceeding  $16\frac{1}{2}$  feet in width or alter the direction of any such existing road, and the purchaser shall be entitled to no compensation by reason of such action.

8. It is hereby stipulated and agreed that, if any purchaser requires a road to be made giving access to his land from a main or village road through the land of another purchaser, the Collector may, on requisition signed by the purchaser, acquire the land necessary for such road not exceeding  $16\frac{1}{2}$  feet in width, at the cost of the purchaser requiring the road, and the purchaser of the lot in which the land so to be acquired is situated shall surrender the land on receipt of the cost of the same calculated at the rate per acre at which the lot was purchased.

9. It is hereby stipulated and agreed that the Canal Officer empowered in that behalf may, at his discretion, construct or cause to be constructed any new water-course, or alter the direction of any existing water-course, and the purchaser shall be entitled to no compensation by reason of such action except compensation for damage to standing crops. No water-course shall be constructed except with the approval of the Divisional or Sub-Divisional Canal Officer and under the provisions of section 16 of the Northern India Canal and Drainage Act, VIII of 1873. In accordance with these provisions the cost, as determined by the Divisional Canal Officer of all water-courses already constructed or hereafter constructed, shall be recovered from all persons using the same in such manner and at such times as may be fixed by the general or special orders of Government.

10. It is hereby stipulated and agreed that every purchaser shall be bound to construct or pay for the construction of any bridge or bridges over any water-course crossing any district, village or

zamindari road which the Collector may order to be built. It shall be in the discretion of the Collector to order the construction of such bridges as may be approved by him, or to have them constructed and to recover the costs from the persons interested. The Collector's decision as to the proportion of the cost of such bridges to be borne by each purchaser shall be final.

11. In the event of the grantee or any person holding the land hereby granted or any part thereof from or under him committing any breach of any of the terms or conditions of this grant, or causing or permitting such breach to be committed, it shall be lawful for the grantor forthwith, or at any time thereafter, to cancel and revoke the same and to enter upon and resume possession of the land hereby granted, and of all buildings, materials, and things at the time of such resumption subsisting therein, under, or upon, and that without payment of any amount whatsoever by way of price, compensation, or damage to the grantee or to any other person whomsoever, in respect of any improvements which he or they may have made, or of any buildings, wells, materials, or other things existing in or upon the said lands or any part thereof at the time of such revocation of this grant and resumption thereof.

12. In the event of any dispute or disputes arising between the grantor and the grantee and their successors, representatives, and assigns or any of them as to the property and rights hereby reserved, or as to any matter incidental or in any way relating thereto, or as to any of the above terms and conditions or as to any compensation payable under this deed of grant, or as to the true intent or purport thereof, or of any part or clause thereof, except as hereinbefore provided in clause 10 the decision in each case of the Financial Commissioner for the time being of the Punjab (or of such other officer as may succeed to the duties of the Financial Commissioner) shall be final and binding on both parties.

In witness whereof the said parties have hereunto set their respective hands and seals the day and the year first above written.

Signed sealed and delivered for and on  
behalf of the Secretary of State for India  
in Council by \_\_\_\_\_  
Collector of \_\_\_\_\_  
acting under the orders of the  
Hon'ble the Lieutenant-Governor of  
the Punjab.

(Sd.)

*Collector.*

Signed sealed and delivered by  
the said \_\_\_\_\_

(Sd.)

{ in the presence of—  
\_\_\_\_\_  
\_\_\_\_\_ }

**Schedule A.**

(DESCRIPTION OF THE LANDS SOLD.)

**Schedule B.**

(PLAN OF THE LANDS SOLD.)

**(3) Agreement of sale, conditions of sale and deed of sale of land sold to various persons and classes.**

In the form printed below are combined the forms of agreement of sale, conditions of sale and deed of sale sanctioned in respect of the sale of lands to—

- (1) members of the depressed classes,
- (2) the Salvation Army Property Company,
- (3) the Arya Megh Udhar Sabha,
- (4) the Roman Catholic Bishop of Lahore,
- (5) former lessees of Government land.

Variant clauses or part of clauses applicable only to particular persons or classes are indicated by the serial number prefixed to the description of persons or classes above.

**AGREEMENT OF SALE.**

AN AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
between the Secretary of State for India in Council (hereinafter called the Vendor) of the one part and \_\_\_\_\_ (hereinafter called the Purchaser) of the other part.

Whereby it is agreed as follows :—

1. The vendor will sell and the purchaser will buy the full proprietary rights in all that plot or parcel of land situate at \_\_\_\_\_ in the district of \_\_\_\_\_ in the Punjab, India, the particulars whereof are comprised in the First Schedule hereto and which is delineated on the plan—map hereto annexed and thereon coloured \_\_\_\_\_ being by admeasurement \_\_\_\_\_ acres or thereabouts.

2. The price shall be Rs. \_\_\_\_\_ of which (2, 3, 4 only—5 per cent. being) Rs. \_\_\_\_\_ shall be paid at the time of the execution of this agreement, and the balance being the sum of Rs. \_\_\_\_\_ shall be paid by the purchaser to the vendor (1, 5) by (5 only)—five half-yearly instalments of Rs. \_\_\_\_\_ each to be paid (2, 3, 4) in the following instalments, viz.—5 per cent. 5 years after allotment, (1, 5) with the half-yearly land revenue demand payable for the said land (2, 3, 4) 30 per cent. 10 years after allotment, 30 per cent. 20 years after allotment, (2, 3, 4) 30 per cent. 30 years after allotment.



3. The purchaser shall so long as the said sum of Rs.- or any part thereof shall remain unpaid hold the land as a tenant within the meaning of section 15 of Act V of 1912 and upon the conditions contained in the statement of conditions issued under (1 to 4) section 10 (2) of the said Act and set out in the Second Schedule (5) that section hereto.

4. In default of the payment by the purchaser to the vendor of any single one of the aforesaid instalments on the due dates or on the breach by the purchaser of any of the said conditions contained in the Second Schedule hereto appended the vendor shall be entitled forthwith to determine this agreement without being liable to pay to the purchaser any compensation whatsoever for such determination: Provided however that the vendor shall return to the purchaser such portion of the said sum of Rs. as the purchaser shall have paid under this agreement at the date of such determination.

(1 to 4) 5. In default of the payment by the purchaser to the vendor of any single one of the aforesaid instalments on the due dates the vendor may at his discretion in lieu of determining this agreement charge interest on the sum thus overdue at the rate of  $6\frac{1}{2}$  per cent. per annum.

$\frac{(1 \text{ to } 4) 6}{(5) 5}$ . In the event of the said instalments being duly paid as hereinbefore agreed and the said conditions hereinbefore referred to having been duly complied with immediately on the payment of the last instalment of the said sum of Rs.

the purchaser shall be entitled to receive from the vendor a deed of conveyance of the said land in the form set out in the Third Schedule of this agreement conveying to him the said land in full proprietary right subject nevertheless to the reservations detailed in the said deed.

$\frac{(1 \text{ to } 4) 7}{(5) 6}$ . For the purposes of this agreement and of each and all of the terms, conditions and clauses hereof the term vendor means the Secretary of State for India in Council, and, unless a different intention appears from the subject or context, includes his successors and assigns, and the proper officers and agents thereof: the term purchaser means son of resident of District of the Punjab, and, unless a different intention appears from the subject or context, includes his lawful heirs, representatives and assigns and persons deriving any title from or under him or them.

IN WITNESS WHEREOF, &c., &c.

### First Schedule.

(PARTICULARS OF THE AFORESAID LANDS.)

### Second Schedule.

1. This statement is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid," and in accordance with section (1 to 4) 10 (2) thereof.  
(5) (15)

2. In this statement (1 to 4—of conditions) (a) "the lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy ;

(b) "The date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment ;

(c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid ;

(d) "Improvement" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

3. Every tenancy granted on the conditions set forth in this statement may be terminated by the Collector on the default of the tenant in the payment of any instalment of purchase-money by the date fixed for such payment or on the breach of any other of the conditions of sale issued by the Collector under section 15 of the Act aforesaid.

(1 to 4) 4. Where any person is granted a tenancy in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 14 of these conditions.

(1 to 4)  $\frac{5}{4}$ . The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal ; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oils and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

(1 to 4)  $\frac{6}{5}$ . The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oils and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oils, quarries and easements in or under the said lands and all parts thereof.

(1 to 4)  $\frac{7}{6}$ . The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in (1 to 4) clause 5 & clause 6 other than existing rights of way and water and other easements.

Definitions.

Termination of tenancy for breach of conditions.

Remissions on previously allotted land.

Reservation of channels, minerals, etc.

Power of Government entry.

Compensation for damage in exercise of Government rights.

Reservation  
of roads.

$\frac{(1 \text{ to } 4) \quad 8}{(5) \quad 7}$

The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves, all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

Power to  
resume land  
required for  
railways,  
roads, water-  
courses, etc.

$\frac{(1 \text{ to } 4) \quad 9}{(5) \quad 8}$

The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the Collector to take possession of and finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs and maintenance of railways, roads, water-courses or any work connected therewith :

Provided that the rateable value of the lands so resumed shall be deducted from the balance of the purchase-money still remaining due from the tenant.

No compen-  
sation for  
land reserved  
or resumed  
for roads, etc.

$\frac{(1 \text{ to } 4) \quad 10}{(5) \quad 9}$

No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in  $\frac{(1 \text{ to } 4) \text{ clauses } 8 \text{ and } 9}{(5) \text{ clauses } 7 \text{ and } 8}$  but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

Cost of  
survey and  
demarkation.

$\frac{(1 \text{ to } 4) \quad 11}{(5) \quad 10}$

The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the cost of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

Boundary  
marks.

$\frac{(1 \text{ to } 4) \quad 12}{(5) \quad 11}$

The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

Responsi-  
bilities of  
tenant in res-  
pect of crime.

$\frac{(1 \text{ to } 4) \quad 13}{(5) \quad 14}$

The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the

Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

(1) 14. If the tenant is ordered, under section 118 of the Code of Criminal Procedure, to execute a bond to be of good behaviour, or is sentenced to a term of imprisonment of one year or upwards, he shall be deemed to have committed a breach of the conditions of his tenancy, and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid. Penalty on conviction of crime, etc.

(1) 15  
(2 to 4) 14. The tenant shall pay, when due, in respect of the said lands or any part thereof,— Payment of land revenue, etc.  
(5) 12

(1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;

(2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government ; and  
all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint :

(1 to 4 only). Provided that the Local Government shall remit the whole demand on account of occupiers' rates in respect of the first———\*harvests, gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal :

Provided, also, that the Local Government shall remit the whole of the demand on account of land revenue, *malikana* and cesses in respect of the first two harvests gathered from the lands of tenancy when cultivated by means of irrigation from the Lower Bari Doab Canal :

Provided also, that the Collector shall decide which is the first harvest gathered from the lands of any tenancy cultivated by means of irrigation from the Lower Bari Doab Canal, and that his decision shall be final.

(1) 16  
(5) 15. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the Collector directs that he be put in possession of a specified area of land, and within one year of the same date he shall build a house to the satisfaction of the Collector on a site allotted by the Collector or (with the permission of the Collector) on his own land : Provided that when the tenancy is held jointly by two or more persons, the Collector may, for sufficient reason, excuse any of such joint holders from personal residence in the estate. Permanent residence.

(1) 17  
(2 to 4) 15. If within three years from the commencement Construction of drinking well.  
(5, 18

\*In the case of (2), (3) and (4) the first two harvests are specified. In the case of (1) a note is given to the effect that if the tenant comes from the Multan, Montgomery, Gujranwala, Lyallpur or Lahore districts, two harvests should be entered ; if from elsewhere, four harvests should be entered.

of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allotable area of the estate have been put into possession of the  $\frac{(1, 5) \text{ tenants}}{(2 \text{ to } 4) \text{ tenant}}$ .

**Trees on holding.**  $\frac{(1) \quad 18}{(2 \text{ to } 4) \quad 16}$ . All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

**Improvements.**  $\frac{(1) \quad 19}{(2 \text{ to } 4) \quad 17}$ . The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in  $\frac{(1 \text{ to } 4) \text{ clause } 5}{(5) \text{ clause } 4}$  hereof: Provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

**Cultivation of holding.**  $\frac{(1) \quad 20}{(2 \text{ to } 4) \quad 18}$ . The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of the commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, (1 to 4 only—and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof).

**Prohibition of local tenants.**  $\frac{(1) \quad 21}{(2 \text{ to } 4) \quad 19}$ . The tenant shall not, without the permission of the Collector recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous two years shall have cultivated non-colony lands in the Montgomery or Multan District.

**Arbitration.**  $\frac{(1) \quad 22}{(2 \text{ to } 4) \quad 20}$ . In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions

of tenancy, or as to any matter or things anywise connected therewith, the said dispute shall (1 to 4 only—except as provided in clause 14) be referred for the arbitration of the Financial Commissioner whose decision shall be final and conclusive between the Government and the tenant.

### Third Schedule.

#### DEED OF CONVEYANCE.

THIS INDENTURE made the \_\_\_\_\_ day of 19—, between the Secretary of State for India in Council (hereinafter called the vendor) of the one part and \_\_\_\_\_ (hereinafter called the purchaser) of the other part.

WHEREAS by an agreement of sale bearing date the \_\_\_\_\_ day of \_\_\_\_\_ 19—, made between the parties hereto the vendor agreed to sell and the purchaser to buy the lands therein referred to and hereby intended to be assured for a sum of Rs. \_\_\_\_\_ payable as therein agreed.

AND WHEREAS the said purchaser has in accordance with the said agreement paid to the vendor the said sum of Rs. \_\_\_\_\_ and otherwise complied with all the conditions therein contained.

NOW THEREFORE THIS INDENTURE WITNESSETH that in pursuance of the said recited agreement and in consideration of the sum of Rs. \_\_\_\_\_ paid by the purchaser to the vendor (the receipt whereof the vendor both hereby acknowledge) the vendor doth hereby grant unto the said purchaser all that plot or parcel of land situate in \_\_\_\_\_ the particulars whereof are comprised in the First Schedule hereto and which is delineated on the plan hereto annexed and thereon coloured \_\_\_\_\_ being by admeasurement \_\_\_\_\_ acres or thereabouts TO HOLD the said land unto and to the use of the said purchaser, his heirs, legal representatives and assigns in full proprietary right for ever subject nevertheless to the following conditions and reservations, that is to say :—

1. The vendor does not grant to the purchaser but hereby absolutely except and reserves to himself out of and in respect of the said lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oils and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

2. The purchaser shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oils and quarries and for the full enjoyment of the ground and of each and all

of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals gold-washings, earth-oils, quarries and easements in or under the said lands and all parts thereof.

3. The vendor agrees to pay to the purchaser (1 to 4 only—reasonable) compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 1 and clause 2 other than existing rights of way and water and other easements.

4. The vendor does not grant to the purchaser, but hereby absolutely excepts and reserves, all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the officer of the Collector.

And it likewise excepts and reserves the right of the public to traverse width of 3 *kadams* along one side of the lines bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

5. The purchaser shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

6. In the event of any dispute arising between the vendor and the purchaser during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of tenancy, or as to any matter or things anywise connected therewith, the said dispute shall be referred for the arbitration of the Commissioner of the Division, whose decision shall be final and conclusive between the Government and the tenant.

#### **(4) Form of sub-lease approved for letting of lands by the Salvation Army Company, Limited, to sub-tenants.**

“The following form of agreement was approved in Punjab Government letter No., 3095-C., dated 8th October 1930, for use by the Salvation Army Company, Limited, in sub-letting its lands to sub-tenants, transactions requiring sanction under section 19 of the Colonization of Government lands (Punjab) Act, 1912.

A lease made this \_\_\_\_\_  
 \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
 by the Salvation Army Property Company, Limited, of Poona with a  
 branch office in Lahore of the one part to \_\_\_\_\_  
 \_\_\_\_\_ son of \_\_\_\_\_ caste \_\_\_\_\_  
 \_\_\_\_\_ occupation \_\_\_\_\_  
 \_\_\_\_\_ resident of \_\_\_\_\_ of  
 the other part.

WHEREAS by and under and by virtue of a certain agreement for sale, dated the 18th day of December 1916 and expressed to have been made between the Secretary of State for India in Council and the said Salvation Army Property Company, Limited, the said Salvation Army Property Company, Limited (hereinafter referred to as the Lessor), has acquired certain interests in a tract of land known as Shantinagar Chak No. 72-10-R, Tahsil Khanewal, district Multan, and more particularly described and delineated in the schedule and plan attached to the said last quoted deed, and is thereby entitled subject to the due performance of the conditions therein contained in the present to lease portions of the land to persons wishing to occupy and cultivate the same and to engage to transfer proprietary rights in the same hereafter and whereas the said \_\_\_\_\_ son of

\_\_\_\_\_ (hereinafter referred to as the Lessee) has applied for immediate possession as a tenant in the present with the prospect of acquiring proprietary rights in the future of and in the piece of land (part of the land hereinbefore referred to) hereinafter expressed to be hereby leased and has offered to enter into engagements to take on lease and eventually to acquire the same and whereas the said Lessor has agreed to give on lease the said land to the said Lessee and to engage eventually to gift away the same to him on the terms and conditions hereinafter entered.

NOW THIS DEED OF LEASE WITNESSETH and it is hereby agreed :—

1. That the lessor doth hereby give on lease to the Lessee and the Lessee hereby takes on lease all that piece of land measuring \_\_\_\_\_ acre \_\_\_\_\_ kanals \_\_\_\_\_ marlas and known as killas numbered as \_\_\_\_\_

\_\_\_\_\_ in the village of Shantinagar 72-10-R, in the Tahsil of Khanewal and in the District of Multan for the period of 30 years commencing on the \_\_\_\_\_ and ending on the \_\_\_\_\_ at the annual rental of Rs. \_\_\_\_\_

2. That the lessor will place the Lessee in possession of the said land and will maintain him in possession of the same subject to the payment by the Lessee of the rent so reserved and of all the land revenue assessments and canal dues and cesses and other charges now imposed by Government or that may hereafter be legally payable on or in respect of the said land.

3. That the Lessee will regularly and punctually pay to the Lessor all the land revenue assessments and canal dues, cesses and other charges due in respect of the land at least one month before the dates on which the Lessor has himself to pay similar charges on the whole estate to Government.

4. That the Lessee will properly cultivate the land with due regard to rotation of crops, irrigation, manuring, etc.



5. That the Lessee will respect and observe all rules of the Revenue and Canal departments and not cause the Lessor to be mulcted in damages or put in jeopardy of person or property by his (the Lessee's) default.

6. The Lessor shall have full control over all matters relating to village sanitation, Dharat Fund and Canal clearance and shall also be the sole distributor of water.

7. The Lessee agrees to employ Salvationists as his cultivators and employees, and not to employ any persons to whom objection is taken by the Lessor.

8. The Lessee understands that services in the village will be conducted according to the customs of the Salvation Army and the Lessee (while being perfectly free to attend services elsewhere) agrees to refrain from introducing into the village the service of any other faith or denomination.

9. That the Lessee will be of good behaviour and not give the police authority or neighbours cause to complain of his behaviour or acts and will assist the Lessor and the police in maintaining the peace of the village in the suppression and detection of crime and criminals and will in special refrain from litigation or complaints to canal officials and will refer all matters of complaint to the lambardar and to the officers of the Salvation Army for consideration and accept their decision on all points.

10. That after the land revenue assessment, the canal dues, the rent, the cesses and the other charges have been paid, all produce and profits from the land will go to the Lessee who will have to bear all costs of cultivation and the like.

11. That the Lessee shall reside in the village and shall within a period of one year build himself a house in the village on land which will be assigned to him and for which he must pay, or in the alternative shall purchase a house already erected upon land for which he must pay rent.

12. That the Lessee shall continue a Salvationist and shall continue to reside in the village and to cultivate the land for the whole period of 30 years.

13. That it is expressly agreed that the Lessee does not acquire by this agreement an interest in the land that can be sold, pledged, mortgaged, or otherwise alienated.

14. That if the decease of the Lessee shall take place before the expiry of the term of thirty years, this lease shall stand cancelled and abrogated.

15. That at the decease of the Lessee the Lessor may select one or more of such sons of the Lessee as he may at his absolute discretion consider suitable, and may enter into a new agreement with him or them, either for the unexpired portion of the term of this agreement

or for a new term as he, the said Lessor may decide, provided that if there be no such son or sons that are considered suitable by the Lessor he shall be under no obligation whatsoever to enter into any new agreement with any heir or successor of the deceased.

16. That the Lessee shall contribute towards the cost of the sinking or upkeep of village wells and other village necessities in accordance with the scale of charges that has been or will be fixed by the Lessor.

17. That the Lessee shall regularly send his children of both sexes between the ages of six and eleven years to the village elementary school and will contribute towards the cost of the erection or upkeep of the schools in accordance with the scale of charges that has been or may be fixed by the Lessor, and that the Lessee hereby undertakes to employ only those cultivators who shall be willing to regularly send their children to the schools and to contribute towards the cost of the schools and no others, provided that the Lessor may in writing partially or completely excuse the Lessee from the obligation to fulfil this condition.

18. That the Lessee undertakes to observe the Christian Sabbath day and to refrain from trading or working upon the land on that day excepting under special circumstances in which the Lessor has agreed in writing to waive this condition.

19. That in case the Lessee survives the term of thirty years and has fully and faithfully observed all the conditions throughout the term of thirty years, or if in consequence of the decease of the Lessee the Lessor shall have entered into an agreement with another under the terms of clause 15, and the terms of such agreement shall have been fully and faithfully observed by such another and the Lessor has received all the sums specified in this agreement or any other agreement herein referred to, then the Lessor shall give the Lessee or such other a deed of gift transferring to the Lessee or other all the proprietary rights in the land hereinbefore expressed to have been hereby leased to the extent that the Lessor shall have received them from the Secretary of State (and no further) and subject to the same conditions and reservations as may be contained in the sale deed executed by the Secretary of State in favour of the Lessor.

20. That if the Lessor does not obtain such a sale deed from the Secretary of State and does not give the Lessee such a gift deed the Lessor shall not be liable to the Lessee, such another or their successor for any compensation or damages whatsoever.

21. That the Lessee hereby agrees to pay all the expenses relating to stamping of this lease and the gift deed referred to herein and all charges incurred in connection with the registration of the same and incidental thereto and also all mutation fees.

22. That if the Lessee does not observe the conditions herein agreed to be observed by him the Lessor may at his option cancel this lease and resume possession of the land or defer the grant of the gift deed for such further period as to the Lessor may in the exercise of his discretion appear advisable. If this lease is cancelled and the

land is resumed the Lessee shall not be entitled to any compensation whatsoever. If the conditions as to payment alone are not observed, the Lessor may in lieu of cancelling the lease charge interest at the rate of 12 per cent. per annum from the time of such default as a temporary measure in order to allow the Lessee to recover his position.

23. That all the provisions of this Lease shall be liberally interpreted and that all disputes as to interpretations, or in regard to matters arising out of this Lease shall, if not settled, locally be referred to the Territorial Commander of the Salvation Army whose decision shall be final and conclusive.

In witness whereof—  
and—  
two of the Directors of the said Salvation Army Property Company, Limited, have hereto signed their names and have caused the seal of the said Company to be hereto affixed and the said—  
—son of—  
has hereto set his hand and seal on the day in the month and year first above written.

Signed and delivered by the }  
said—  
—  
and—  
—  
and sealed with the seal of the said }  
Company in our presence.

Signed, sealed and delivered by }  
the said—  
—  
—  
son of—  
—  
in our presence.” }

### (5) Conditions of Sale of town sites by auction in canal colonies.

*Punjab Government letter No. 139-S. (Rev.), dated 26th May 1916.)\**

#### Bidding.

1. The sale is subject to a reserve price to be fixed by the Collector with the sanction of the Local Government, the auctioneer having

\*This form and the next form (6) were sanctioned for general use in all colonies and supersede the forms sanctioned for use in the Lower Chenab, Lower Jhelum and Chumian Colonies and reproduced in the appropriate supplements.

the right to refuse any bid with the sanction of the Collector. If any dispute arises as to the highest bid, the property may be put up again, or the auctioneer may decide the dispute. No bid shall be less in advance of the previous bid than the sum to be fixed by the auctioneer at time of sale. The sale will be subject to the confirmation by the Local Government, and no bidder, even though his bid has been accepted as the highest by the auctioneer and the local officers, shall be deemed to be the purchaser, or shall be deemed to have any claim with regard to his deposit, if the sale is not confirmed by the Local Government, other than for the return of the sum actually deposited by him.

Deposit.

2. Immediately after the close of the bidding the highest bidder as recorded by the Collector, shall pay to the auctioneer a deposit of 20 per cent. of the amount of his purchase money and in part payment thereof and shall sign the memorandum at the foot of these conditions. Should the purchaser fail to so make this requisite deposit he will be responsible to make good any loss arising from such failure and the site or sites may be put up to auction again forthwith or at such time as the auctioneer may determine, all costs and expenses being recovered from the defaulting purchaser.

Errors.

3. The description of the property as given in the notice of sale as to area, position and otherwise shall be deemed to be correct, and no errors, omission or misdescription in that notice or in these conditions shall invalidate the sale or be made the subject of any claim for compensation.

Payment of  
revenue.]

4. The land is sold subject to the payment of land revenue payable in two equal instalments at the dates appointed for the payment of land revenue. Such revenue will be payable at the following rates per marla per annum which are liable to enhancement at the discretion of the vendor at each re-assessment of the assessment circle in which the town is included :—

Rs. A. P.

- I. Shops in mandis and main streets
- II. Shops in minor bazars
- III. Residential sites
- IV. Menials' quarters
- V. Factory sites and flour mills

5. The purchaser shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the land by competent authority.

Reservation.

6. The vendor reserves to himself all mines and minerals whatsoever in, under or upon the said land with all such rights and powers as may be necessary or expedient for the purpose of searching for, working, obtaining, removing, and enjoying the same at all such times and in such manner as the Local Government shall think fit, with power to carry out any surface or underground workings and to let down the surface of all or any part of the said land and any building that may be

erected thereon now or hereafter, and to sink pits, erect buildings, construct lines and generally to appropriate and use the surface of the said lands for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exception and reservation hereinbefore contained :

Provided that the purchaser shall be entitled to receive from the Local Government such payment for the occupation by it of the surface and for the damage done to the surface or to buildings on the plot by such works or workings or letting down as may be agreed upon between the Local Government and the purchaser or failing such agreement as shall be ascertained by reference to arbitration.

Special  
stipulations  
to be observ-  
ed by the  
purchaser of  
each plot.

7. (a) Within six months from the date fixed for the completion of the purchase, the purchaser shall commence to build on the plot sold a \_\_\_\_\_, the plans of which shall be approved by the Collector.

(b) The purchaser shall not use the plot sold for any other purpose than the erection of such———.

(c) The purchaser shall not dig or cause to be dug any pit within the plot sold.

(d) That said———shall be completed to the satisfaction of the Collector within 18 months from the date fixed for completion of purchase.

(e) The said———shall at all times be kept in proper repair.

8. The said———shall not at any time be used for any other purpose than as a———.

Deed of  
conveyance.

9. At least seven days before the date fixed for the completion of the purchase the purchaser shall send to the Collector's Office for approval a deed of conveyance ready for execution, which shall contain all necessary covenants and provisions so framed as to run with and be binding so far as may be upon the land purchased into whosever's hands it may come, for securing the performances and observance of the obligations and restrictions contained in these conditions.

Completion.

10. The completion of the purchase and the payment of the balance of the purchase money shall take place at the Collector's Office, not later than six weeks after the day of the auction and thereupon the purchaser shall cause the deed of conveyance, if it is liable to compulsory registration, to be registered and stamped at his own expense. Upon completion of such registration and stamping the purchaser shall be let into possession of the property.

Forfeiture  
and re-sale.

11. Should any purchaser fail to observe or comply with any of the foregoing stipulations on his part, his deposit shall be forfeited to the vendor who may re-sell the property either by public auction or by private contract and subject to such stipulations as he may think fit, and any deficiency of price which may result on such re-sale shall be made good and paid by the defaulting purchaser.

In spite of the payment of full price and delivery of possession a site may be confiscated by Government if condition 7 (a), (b) or (d) or 8 is not fulfilled.

12. Nothing in these conditions shall be deemed to exempt any purchaser from complying with the provisions of the Punjab Municipal Act, 1911, and the Punjab Small Towns Act, 1922. <sup>Saving.</sup>

13. If the purchaser is not an individual or is a partnership of more than seven individuals, then in order that the liability for revenue, cesses and other demands may be easily ascertainable, it is necessary that the purchaser should be registered under the Registration of Societies Act, Co-operative Societies Act or Companies Act or other Act under which a corporate body may be formed in which property may vest. <sup>Association</sup>

In the alternative the purchasing body should duly appoint trustees whose powers and duties are recorded in a deed of trust.

**(6) Deed of conveyance of land sold by auctions\***  
**As a site for (a) a shop ; (b) a residential house ;**  
**c) a factory and (d) menials' quarters.†**

(Punjab Government letter No. 139-S. (Rev.), dated 26th May, 1916).

This indenture made the \_\_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_ 193 between the Secretary of State for India in  
 Council (hereinafter called ' the vendor ' ) of the one part and \_\_\_\_\_

† \_\_\_\_\_  
 \_\_\_\_\_ in the district of-

in the Punjab (hereinafter called ' the vendee ' ) of the other part.

WHEREAS the land hereinafter described and intended to be hereby conveyed was owned by the vendor in full proprietary right and the same, then described as a lot No. \_\_\_\_\_, was put up for sale by public auction by the vendor at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 193 ;

AND WHEREAS ' the vendee ' bid at the said auction the sum of Rs. \_\_\_\_\_ for the said land and was accepted as and declared to be the purchaser thereof at that price and thereupon the vendee paid to the vendor the sum of Rs. \_\_\_\_\_ by way of deposit in part payment of the said purchase-money pursuant to a condition of sale in that behalf :

\*In the case of sale by private treaty the conveyance form requires modification.

† Vide foot-note at page 214.

‡ To be filled in by the Collector, giving the father's name, caste and residence of the purchaser, if an individual, or if a society, the number and date of registration or of the execution of a deed of trust.

AND WHEREAS the said land was sold as a site for \_\_\_\_\_\* and the said sale was subject to the conditions of sale annexed to the notice of sale issued by the vendor and dated the \_\_\_\_\_ day of \_\_\_\_\_ 193 :

AND WHEREAS on the said \_\_\_\_\_ day of \_\_\_\_\_ 193 the vendee executed an agreement whereby he agreed to pay to the vendor the remainder or balance of the purchase-money and to complete the purchase according to the said conditions of sale and to comply with the said conditions of sale and each and every one of the same :

AND WHEREAS the said conditions of sale provide among other things for the execution of a deed of conveyance between the parties when the vendee shall have paid up the whole of the purchase-money:

AND WHEREAS the vendee has paid the sum of Rs. \_\_\_\_\_ being the remainder or balance of the purchase-money :

NOW THEREFORE THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for the purposes of carrying into effect the said sale and in consideration of the covenants of the vendee hereinafter contained and of the said sums of Rs. (a) \_\_\_\_\_ and Rs. (b) \_\_\_\_\_ paid by the vendee as hereinbefore mentioned (the receipt of which several sums the vendor hereby acknowledges) the vendor as beneficial owner hereby grants and conveys unto the vendee ALL THAT piece or parcel of land described in the schedule hereto attached being part of the lands sold in pursuance of the notice of sale aforesaid dated the \_\_\_\_\_ day of \_\_\_\_\_ 193 and specified as lot No. \_\_\_\_\_ and more particularly delineated in the plans filed in the office of the Collector, \_\_\_\_\_, signed by the Collector aforesaid and dated the \_\_\_\_\_ day of \_\_\_\_\_ 193 (which said land is hereinafter called 'the said land').

TO HAVE AND TO HOLD the same unto and to the use of the vendee in full proprietary right for ever subject nevertheless to the exceptions, reservations, conditions and covenants hereinafter contained and each of them, that is to say :—

- (1) The vendor reserves to himself all mines and minerals whatsoever in under or upon the said land with all such rights and powers as may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same at all such times and in such manner as the Local Government shall think fit, with power to carry out any surface or underground workings, and to let down the surface of all or any part of the said land and any buildings that may be erected thereon now or hereafter, and to sink pits, erect buildings, construct lines and generally to appropriate and use

---

\*To be filled in by the Collector, e. g., two residential houses, one shop, etc.

†(a) Deposit.

(b) Balance.

the surface of the said lands for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exception and reservation hereinbefore contained :

PROVIDED that the purchaser shall be entitled to receive from the Local Government such payment for the occupation by it of the surface and for the damage done to the surface or to buildings on the plot by such works or workings or letting down as may be agreed upon between the Local Government and the purchaser or failing such agreement as shall be ascertained by reference to arbitration.

- (2) The land is sold subject to the payment of land revenue. (Omit words in brackets if no initial remissions are sanctioned.)  
Such revenue [will not be payable for—harvests from the date of the sale. After—harvests it] will be payable at the rate of—per *marla* per annum and is liable to enhancement at the discretion of the vendor at each reassessment of the assessment circle in which the town is included.
- (3) The vendee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said land by competent authority.
- (4) The vendee shall, within six months from the date of this indenture, commence to build—on the said land, the plans of which shall be approved by the Collector of—.
- (5) The vendee shall complete to the satisfaction of the Collector of—the construction of the said—\* within 18 months of the date of this indenture.
- (6) The vendee shall at all times keep and maintain the said —\*including the upper storey or storeys, if any, in a proper state of repair and to the satisfaction of the Collector of—.
- (7) The vendee shall not dig or cause to be dug any pit upon the said land.
- (8) The vendee shall not use the said—\* to be erected on the said land as aforesaid for any purpose inconsistent with that for which the said land is hereby granted, that is, for any purpose other than that of —\*or permit the same to be so used.
- (9) The vendor may by his officers and servants at all reasonable times and in a reasonable manner after 24 hours' notice in writing enter in and upon any part of the said land or building erected thereon for the purpose of ascertaining that the vendee has duly performed and observed the covenants and conditions to be by him performed and observed under these presents.

---

\*To be filled in by the Collector, e.g., two residential houses, one shop, etc.



- (10) The vendor shall have full right, power and authority at all times to do all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and to recover from the vendee as a first charge upon the said land and the buildings thereon the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.
- (11) In the event of the breach or non-observance by the vendee of any of the covenants herein on his part to be observed then, and in any such case, it shall be lawful for the vendor, notwithstanding the waiver of any previous cause or right for re-entry, to enter into and upon the said land or building thereon or any part thereof in the name of the whole and to re-possess, retain and enjoy the same as of his former estate and the vendee shall not be entitled to a refund of the purchase-money or any part thereof or to any compensation whatsoever on account of such resumption.
- (12) In the event of any dispute or difference at any time arising between the vendor and the vendee as to the true intent and meaning of these presents and of each and every provision thereof the property and rights hereby reserved or any of them or in any manner incidental or relating thereto, the said dispute or difference shall be referred to the Financial Commissioner for the time being of the Punjab whose decision thereon shall be final and binding on the parties hereto.
- (13) If and so long as the vendee shall fully perform and comply with, and shall continue to so perform and comply with, each and all of the terms and conditions herein made and provided but not otherwise, the vendor will secure the vendee in full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured.

And it is hereby agreed and declared that unless a different meaning shall appear from the context—

- (a) the expression ' vendor ' used in these presents shall include' in addition to the Secretary of State for India in Council, the successors and assigns of the said Secretary of State for India in Council, the Government of the Punjab, and, in relation to any matter or thing contained in or arising out of these presents, every person duly authorized to act for or to represent the Government of the Punjab in respect of such matter or thing ;
- (b) the expression ' vendee ' used in these presents shall include, in addition to the said \_\_\_\_\_ his lawful

heirs, successors, representatives, assigns, transferees, lessees and any person or persons in occupation of the said land or building erected thereon.

In witness whereof the parties hereto have hereunto respectively subscribed their names at the places and on the dates hereinafter in each case specified.

Signed by \_\_\_\_\_,  
Collector of \_\_\_\_\_,

for and on behalf of the Secretary of State  
for India in Council and acting under the  
authority of H. E. the Governor of the  
Punjab at

\_\_\_\_\_ this \_\_\_\_\_ day of  
\_\_\_\_\_ 193 .

Signed by the said \_\_\_\_\_

at \_\_\_\_\_ on the \_\_\_\_\_ day  
of \_\_\_\_\_ 193 in the presence  
of—

Witnesses—

(1) { Name  
Residence and  
occupation

(2) { Name  
Residence and  
occupation

Collector.

### (7)—Deed of conveyance of land sold as a site for a Cotton-Ginning Factory.

THIS INDENTURE made the \_\_\_\_\_ day of \_\_\_\_\_ 193  
between the Secretary of State for India in Council (hereinafter called  
“the vendor”) of the one part AND \_\_\_\_\_, son  
of \_\_\_\_\_, caste \_\_\_\_\_, resident of \_\_\_\_\_,  
in the district of \_\_\_\_\_, in the Punjab (hereinafter called  
“the vendee”) of the other part.

WHEREAS the land hereinafter described and intended to be  
hereby conveyed is owned by the vendor in full proprietary right  
and it hath been agreed that the same shall be sold to the vendee

on the terms and conditions hereinafter appearing for the sum of Rs.-----which sum the vendee hath duly paid to the vendor :

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the covenants of the vendee hereinafter contained and of the said sums of Rs.-----paid by the vendee to the vendor the receipt of which the vendor doth hereby acknowledge, the vendor hereby grants and conveys unto the vendee all that piece or parcel of land measuring-----situate in the village of-----in the district of-----more particularly mentioned and described in the schedule hereto attached marked A and signed by the parties and in the plans also herewith attached and marked B and C signed by parties.

TO HAVE AND TO HOLD the same unto and to the use of the vendee in, full proprietary right for ever subject nevertheless to the exceptions, reservations, conditions and covenants hereinafter contained and each of them, that is to say :—

(1) The vendor reserves to himself all mines and minerals whatsoever in under or upon the said land with all such rights and power, as may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same at all such times and in such manner as the Local Government shall think fit, with power to carry out any surface or underground workings, and to let down the surface of all or any part of the said land and any buildings that may be erected thereupon now or hereafter and to sink pits, erect buildings, construct lines and generally appropriate and use the surface of the said lands for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exception and reservation hereinbefore contained.

PROVIDED that the purchaser shall be entitled to receive from the Local Government such payment for the occupation by it of the surface and for the damage done to the surface or to buildings on the plot by such works or workings or letting down as may be agreed upon between the Deputy Commissioner of-----and the purchaser or, failing such agreement as shall be fixed by the Senior Financial Commissioner, Punjab, for the time being, whose decision shall be final.

(2) The land is sold subject to the payment of land revenue, such revenue will be payable at the rate of-----per *marla* per annum and is liable to enhancement at the discretion of the vendor at each reassessment of the assessment circle in which the town is included.

(3) The vendee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said land by competent authority.

(4) The vendee shall, within six months from the date of this indenture, with the previous approval in writing of the Director of Agriculture commence to build a cotton-ginning factory containing

-----single roller gins or an equivalent number of double roller gins and a press on the said land, the plan of which shall have been previously approved in writing first by the Inspector of Factories and then by the Director of Agriculture. This plan will *inter alia* provide for the details set forth in Schedule D attached to this deed.

(5) The vendee shall observe such conditions as have been and may hereafter be prescribed by the Director of Agriculture in connection with what he considers necessary to obviate injury to the cotton and mixing of long and short staples and the use of saw gins instead of roller gins.

(6) The vendee shall keep a double set of grids to accommodate either country or American cotton.

(7) The vendee shall at all times give full attention and consideration to the orders and requirements of the Director of Agriculture who may from time to time desire the special and speedy ginning of *kapas* in order to secure a supply of seed for distribution, etc., and who may also from time to time make and give such other orders in connection with the working of the cotton-ginning factory as to him may seem fit and proper and these must receive the careful attention of the vendee and be carried out promptly.

(8) The vendee shall complete to the satisfaction of the  
Colonization Officer  
Municipal Committee of  
Deputy Commissioner of  
Director of Agriculture the construction of  
Notified Area Committee of  
the said cotton-ginning factory with all its appurtenances within  
-----of the date of this indenture.

(9) The vendee shall at all times keep and maintain the said cotton-ginning factory with all its appurtenances including the upper storey or storeys, if any, compound and environments in a proper state of repair and cleanliness to the satisfaction of the  
Municipal Committee of  
Notified Area Committee of  
Deputy Commissioner of  
Director of Agriculture  
Colonization Officer

(10) The vendee shall not dig or cause to be dug any pit upon the said land.

(11) The vendee shall not use the said ginning factory to be erected on the said land as aforesaid for any purpose inconsistent with that for which the said land is hereby granted, that is, for any purpose other than that of a cotton-ginning factory containing-----single roller gins or an equivalent number of double roller gins and a press, or permit the same to be so used.

(12) The vendee shall abide by such other conditions as Government may within the next two years impose on factory owners as a result of the Indian Cotton Committee's recommendations.\*

---

\*This clause is now out of date.

(13) The vendor may by his officers and servants at all reasonable times and in a reasonable manner enter in and upon any part of the said land or building erected thereon for the purpose of ascertaining that the vendee has duly performed and observed the covenants and conditions to be by him performed and observed under these presents.

(14) The vendor shall have full right, power and authority at all times to do all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms conditions and reservations herein contained and to recover from the vendee as a first charge upon the said land and the buildings thereon, the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.

(15) In the event of the breach or non-observance by the vendee of any of the covenants herein on his part to be observed then, and in any such case, it shall be lawful for the vendor, notwithstanding the waiver of any previous cause or right for re-entry, to enter into and upon the said land or building thereon or any part thereof in the name of the whole and re-possess, retain and enjoy the same as of his former estate and the vendee shall not be entitled to a refund of the purchase-money or any part thereof or to any compensation whatsoever on account of such resumption.

(16) In the event of any dispute or difference at any time arising between the vendor and the vendee as to the true intent and meaning of these presents and of each and every provision thereof the property and rights hereby reserved or any of them or in any manner incidental or relating thereto, the said dispute or difference shall be referred to the Senior Financial Commissioner for the time being of the Punjab whose decision thereon shall be final and binding on the parties hereto. If either party shall neglect or refuse for the space of thirty days after request in writing by the other party, so to refer the matter, then the other party may himself refer the matter for the decision of the said Financial Commissioner and the said Financial Commissioner may proceed as though the reference were by both parties and his decision thereon shall be final and binding on both the parties.

(17) If and so long as the vendee shall fully perform and comply with and shall continue to so perform and comply with each and all of the terms and conditions herein made and provided but not otherwise, the vendor will secure the vendee in full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured.

And it is hereby agreed and declared that unless a different meaning shall appear from the context—

(a) The expression "vendor" used in these presents shall include in addition to the Secretary of State for India in Council, the successors and assigns of the said Secretary of State for India in Council, the Government of the Punjab and, in relation to any matter or thing contained in or arising out of these presents, every person duly authorized to act for or to represent the Government of the Punjab in respect of such matter or thing;

(b) The expression "vendee" used in these presents shall include in addition to the said \_\_\_\_\_ his lawful heirs, successors, representatives, assigns, transferees, lessees and any person or persons in occupation of the said land or building erected thereon.

In witness whereof the parties hereto have hereunto respectively subscribed their names at the places and on the dates hereinafter in each case specified.

Signed by \_\_\_\_\_  
Deputy Commissioner of \_\_\_\_\_  
for and on behalf of the Secretary  
of State for India in Council and  
acting under the authority of  
the Governor of the Punjab  
at \_\_\_\_\_ this \_\_\_\_\_ day of  
\_\_\_\_\_ 19 \_\_\_\_\_.

Signed by the said \_\_\_\_\_  
at \_\_\_\_\_ on the \_\_\_\_\_  
day of \_\_\_\_\_ 19 \_\_\_\_\_, in the  
presence of witness

Deputy Commissioner.

(1)	{	Name _____
		Residence and occupation _____
(2)	{	Name _____
		Residence and occupation _____

#### APPENDIX D.

(i) *Kapas* will enter factory at centre and be carried by shaft on to gin platform direct. For this purpose broad stairs are required at (a), (b), (c), (d) in rough plan attached. Sketch T.

(ii) There should be partitions at (e) and (f) to prevent *ruji* cotton carriers taking cotton through centre passage and thus meet *kapas* carriers. Doors at each end of cotton platform for carrying of cotton to press.

(iii) Width of *kapas* platform must be 8 feet from shaft to in surface of wall. This means minimum width of factory will be 16 feet.

(iv) Board 1½ feet high to be fitted on knife rail of gin in front to prevent careless throwing of *kapas* or cotton (*ruji*).

(v) Belting on centre for cotton platforms to be covered up to 18 inches above ground to prevent cotton getting mixed with oil.

(vi) There should be moveable frame 2 feet 4 inches × 2 feet 4 inches × 2 inches to receive *rui* or cotton coming through gin and to keep it off floor. It will be removeable at will.

(vii) Space for drying platform should be at rate of 1,000 square feet per 10 gins. There must be a minimum of two platforms in each factory and these should be separated by a pathway at least 6 feet wide.

(viii) There should be double gate and easy ingress and egress from factory compound in order to prevent congestion.

(ix) Sufficient godown rooms for storing cotton and *kapas* are required.

### (8) Form or lease of land to be irrigated by lift.

The following form of lease is applicable in cases where the lessee is under no obligation to use power-driven pumps or to surrender his pumping plant to Government at the expiry of the lease. When the use of such pumps and the surrender of the plant are to be conditions of the lease the following clauses should be substituted for clauses 11 and 13 of Part II :—

11. That he will set up suitable engines and pumps to lift canal water to the height required to irrigate the whole of the lands described in the schedule hereunto annexed. The said engines and pumps shall either be new at the time of installation or shall be replaced by new engines and pumps before the period fixed for the determination of the lease.

13. That he will at the end or sooner determination of the lease peaceably leave and surrender the said land and the pumps and engines referred to in clause 11 of this part in good repair to Government and the said pumps and engines shall become the property of Government and the lessee shall not be entitled to any compensation for them.

For ordinary leases of lift land the following form of lease is used ;

The instrument of lease made the \_\_\_\_\_  
\_\_\_\_\_ between the Secretary of State for India in  
Council (hereinafter called the Government) and \_\_\_\_\_

(hereinafter called the lessee), witnesseth that in consideration of the rent herein reserved and the stipulations herein contained and to be observed by the said \_\_\_\_\_,  
his heirs, legal representatives and assigns, the Government doth hereby grant unto the said \_\_\_\_\_

his heirs, legal representatives and assigns a lease of all the Governmen.

waste lands described in the schedule herunto annexed upon the following conditions :—

1. The lease shall be for the term of \_\_\_\_\_ years that is crops from \_\_\_\_\_

2. The Government does not grant to the lessee but hereby excepts and reserves to itself out of land and in respect of the said lands all existing rights to and over all mines and minerals, coals, gold-washings, earth-oils and quarries in, under, or upon, and also all rivers, streams, and water-courses and all public thoroughfares within traversing the said lands, or any part thereof.

#### PART II.—Stipulations of the lessee.

The lessee doth hereby agree :—

1. That he will pay land revenue at the rate of \_\_\_\_\_ per acre of crops matured with canal water and \_\_\_\_\_ per acre of crops matured otherwise and *malikana* at the rate of \_\_\_\_\_ per acre of crops matured whether by canal water or otherwise, at the \_\_\_\_\_ Treasury on the date fixed for payment of the land revenue demand, the first payment to be made at the time of payment of the demand—\_\_\_\_\_.

2. That he will pay when due all rates and cesses chargeable on the land and also all charges at any time leviable under Chapter VIII of the Punjab Land Revenue Act, 1887, in respect of the land leased to him. The words "rates" and "cesses" in this clause have the same meaning as in the Punjab Land Revenue Act, 1887.

3. That he will each harvest pay water-rates at the rates scheduled in \_\_\_\_\_, flow rates in respect of the land irrigated by flow in each harvest and lift rates in respect of land irrigated by lift in each harvest.

4. That he will permit the officers of Government to enter on the said lands and do all acts necessary for all purposes connected with the construction, maintenance or repair of new as well as of existing thoroughfares, and of new as well as existing channels larger, or smaller, for the conveyance of water :

PROVIDED that no compensation shall become due to the lessee from Government by reason of resumption of land or anything else connected with any such operations.

5. That he will permit the officers of Government in like manner to enter and do all acts and things necessary or expedient for full enjoyment of the rights reserved to Government to or over all mines, minerals, coals, gold-washings, earth-oils and quarries in, under or upon the said lands :

PROVIDED that reasonable compensation shall be made to the lessee by Government for all damage to the said lands or to any property of the lessee thereupon occasioned by the exercise of the right herein reserved to Government to or over all mines, minerals, coals, gold-washings, earth-oils, quarries in, under or upon the said lands.



The amount of such compensation shall be determined by the Collector and the said lessee. In the event of their being unable to agree upon the same or in case of any dispute arising between the lessee and the Government as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto the question shall be referred by the Collector to the Financial Commissioner, whose decision shall be final and conclusive between the parties to this lease.

6. That he will clear the land described in the schedule hereunto annexed of the trees and brushwood now existing thereon, including their roots with the exception of 2 trees per acre which shall be left for shade and that all such trees and brushwood cleared away shall become his property.

7. That he will not do any act inconsistent with, or injurious to, any of the right excepted and reserved to the Government in clause 2 of part 1 of this lease, and will not in any way interfere with the lawful use by the public of any thoroughfares within the said lands, and in particular shall at all times allow to private proprietors who occupy lands within the boundaries of the area leased full access to their own lands over the lands so leased to the lessee. In case of any difference or dispute arising between the lessee and any such proprietor as aforesaid in regard to the extent, manner or method of such access, the matter shall be referred to \_\_\_\_\_ whose decision thereon shall be final and binding on the parties.

8. That he will duly comply with such directions as the Collector may issue requiring him to construct boundary marks on the limits of the said lands, and will keep them, when erected, in good repair.

9. That he will not cultivate or otherwise manage the said lands or any part of them in a manner calculated to injure them permanently or to lessen their value.

10. That without the written permission of Government first obtained he will not assign or part with the possession of the said lands or any part thereof except to cultivators holding under himself.

11. That he will make suitable arrangements to be approved before execution, by the Superintending Engineer, \_\_\_\_\_ to lift canal water to the height required to irrigate the whole of the lands described in the schedule hereunto annexed so far as they are not commanded by flow and will bring under cultivation one-third of the said land in the \_\_\_\_\_ harvest of \_\_\_\_\_, a second third in the \_\_\_\_\_ harvest of \_\_\_\_\_ and the remainder in the \_\_\_\_\_ harvest of \_\_\_\_\_.

12. That if the owners of land not commanded by flow lying within the boundaries of the area leased desire that the lessee shall supply water to their lands, he shall do so to such

extent and at such times as the Executive Engineer may determine and the Executive Engineer will assess such irrigation to the proprietors at flow rates and refund half of the assessment to the lessee.\*

13. That he will at the end or sooner determination of the lease peaceably leave and surrender the said land to Government.

14. That he shall not without the permission of the Collector recorded in writing cultivate the said lands or any part thereof by means of any persons who during the previous two years shall have cultivated non-colony lands in the \_\_\_\_\_ or \_\_\_\_\_ districts.

### **PART III.—Rights and Powers of Government.**

It is hereby agreed between the Government and the lessee :—

1. That arrears of rent or of any taxes, rates or assessments whatsoever may be recovered by Government from the lessee in the same manner as arrears of land revenue may be recovered.

2. That if the lessee fails to take possession of the said lands within one month from the date of the execution of this instrument of lease or fails to make arrangements as provided in clause II of part II in time for the irrigation of the \_\_\_\_\_ harvests of \_\_\_\_\_, or if at any time he fails to comply with any other of the conditions of this lease the Collector may forthwith resume and take possession of the said lands as if this lease had never been granted and the lessee shall be entitled to no compensation.

### **PART III-A—Conditions relating to construction of works, supply of water, maintenance and rendition of channels.**

It is hereby agreed between the Government and the lessee :—

1. That the channels WITH THEIR CONNECTED WORKS for the irrigation of the said lands will be designed by the Executive Engineer, \_\_\_\_\_ Division, in accordance with the standard plans and specifications for such work on that canal.

2. That the lessee will construct at his own cost all the channels, minors, outlets and water-courses required for the irrigation of the said land in strict accordance with the designs and specifications of the Executive Engineer, \_\_\_\_\_ Division.

3. That the lessee will make over to Government at the end or other sooner determination of this lease free of cost and in good order and repair all the channels and their connected works inclusive of bridges on the main channels and culverts on the water-courses.

4. That during the kharif season, from 1st April to 30th September, the lessee's indents for water, up to a maximum supply of \_\_\_\_\_ cubic feet per second, will be met as far as possible in accordance with the general scheme for regulation of supply in

---

\*To be inserted only where proprietary lands exist within the boundaries of the leased area.

the canal which may be ordered by the Superintending Engineer of that canal: but that no claim for compensation for shortage of supply shall be admissible except such as may be admissible under the provisions of the Northern India Canal and Drainage Act (Act No. VIII of 1873).

5. That the lessee will so regulate his pump or other irrigation arrangements that they will never draw more than the supply allotted under paragraph 4 above.

6. That during the rabi season, from 1st October to 31st March, the lessee's indents for water, up to a maximum of \_\_\_\_\_ cubic feet per second, will be met, whenever the canal is flowing with the full supply of its authorized indent, for three-fourths only of the total period of such full supply flow, and that the lessee shall not be entitled to supply when the canal is flowing with less than its authorized full indent for the time being.

7. (a) That the lessee will maintain the channels and THEIR CONNECTED WORKS CONSTRUCTED BY HIMSELF UNDER CLAUSE 2 above in accordance with the standard specification for such work on the canal but he may distribute the supply to the lands in accordance with such a system of rotational working as he may devise, provided that the channels when made over at the end of the lease are fit and serviceable to be worked on the system of continuous flow in vogue throughout the canal.

(b) If the channels and their connected works at the termination of the lease are not in good repair the Executive Engineer, \_\_\_\_\_ Division, may have them or any of them repaired and recover the cost from the lessee.

(c) That the lessee may distribute the supply by temporary outlets of his own design but he undertakes to pay one hundred rupees for each outlet site marked on the Executive Engineer's original design for the water-courses to irrigate the lands of this lease. This payment to be made before the harvesting of the fifth crop.

8. (a) That the lessee shall correspond with the Executive Engineer, \_\_\_\_\_ Division, Canal, on all matters connected with the design and construction of the channels and the supply and distribution of the water therefrom.

(b) That any dispute that may arise between the Executive Engineer, \_\_\_\_\_ Division, Canal, and himself shall be referred to the Superintending Engineer of the Circle whose decision shall be final.

#### **PART IV.—Rights and powers of the lessee.**

It is also hereby agreed between Government and the lessee :—

1. That the lessee is and shall subject to the other conditions of this lease be at liberty to sink wells, make water-courses, plant trees, build houses and otherwise improve the said lands, and is and shall be solely entitled to all agricultural and spontaneous products

not expressly excepted and reserved by this lease, provided that he shall not be entitled to compensation for any improvements effected by him.

2. At the end or sooner determination of this lease the lessee shall destroy or remove any \_\_\_\_\_ buildings other than bridges, culverts or other buildings connected with the irrigation arrangements erected by him which Government does not acquire on payment, such payment to be made on the basis of the then market value or the initial cost of construction, whichever is less.

#### INTERPRETATION.

In this instrument the term "lessee" means and includes the said lessee, his heirs and his or their legal representatives and assigns.

The term "Government" means and includes every person duly authorized to act for or represent the Government of the Punjab in relation to any matter or thing contained in or arising out of the lease.

In witness whereof the said parties have hereunto set their respective hands and seals the days and year first above written.

Signed, sealed and delivered by  
the Deputy Commissioner of \_\_\_\_\_  
acting under the orders of the Fi-  
nancial Commissioners, Punjab } *Deputy Commissioner.*  
(as the case may be), on behalf  
of the Secretary of State for India  
in Council.

Signed, sealed and delivered by  
the said in the presence of } *Lessee.*  
Witness

(9) Deed of conveyance for agricultural land in which proprietary rights have been purchased by the tenants in all Punjab Colonies except for tenants in the Chunian, Lower Chenab and Lower Jhelum Colonies to whom no promise was made in the conditions of allotment that they would be permitted to acquire proprietary rights.

THIS INSTRUMENT OF CONVEYANCE made the  
day of \_\_\_\_\_ in the year one thousand nine hundred  
and \_\_\_\_\_ between the Secretary of State for India in  
Council (hereinafter called the grantor) of the one part and \_\_\_\_\_  
\_\_\_\_\_, son of \_\_\_\_\_, resi-  
dent of \_\_\_\_\_, in the \_\_\_\_\_ Dis-  
trict of the Punjab (hereinafter called the grantee) of the other part.

WHEREAS the grantor has agreed to grant and convey and \_\_\_\_\_, son of \_\_\_\_\_, resident of \_\_\_\_\_, in the \_\_\_\_\_ District of the Punjab has agreed to take and purchase for and in consideration of the price in the manner and subject to the terms and conditions hereinafter appearing the lands hereinafter more fully specified and described :

Now, therefore, this Instrument witnesseth that in consideration of the sum of Rs. \_\_\_\_\_ paid by the grantee to the grantor (the receipt whereof the grantor hereby acknowledges) and of the covenant, terms and conditions hereinafter contained and by the grantee to be observed and performed, the grantor doth hereby grant and convey unto the grantee the said lands, containing by admeasurement \_\_\_\_\_ acres, more or less and more particularly described in the schedule marked " A " and delineated and coloured red in the map or plan marked " B " hereunto annexed and signed by both parties in token of correctness to have and to hold the said lands unto him the grantee, his heirs and assigns for ever absolutely and in full proprietary right, together with all trees, underwood, and agricultural produce of the said lands, but subject nevertheless to the reservations, terms and conditions hereinafter set forth. And the grantor for himself, his successors, and assigns and the grantee for himself, his heirs, representatives, and assigns, do hereby respectively covenant and agree to abide by each and all of the terms, conditions and reservations hereinafter set forth, that is to say—

1. The grantor does not grant to the grantee and hereby expressly reserves unto himself his rights in all mines, minerals, coal, earth-oils, gold-washings, and quarries in or under the lands hereby granted, and full right, power and authority, from time to time and at all times, to enter upon any part of the said lands and to do all acts and things that may be necessary or expedient for the purpose of searching for, getting, carrying away, and enjoying any mines, minerals, coal, earth-oils, gold-washings, or quarries in or under the said lands without leaving any vertical or lateral support for the surface or any building for the time being standing thereon : and it shall be lawful for any engineers, surveyors, agents, workmen, or officers authorized in that behalf by the grantor or his assigns at all times to enter upon any part of the said lands and to do all acts and things that may be necessary or expedient for ensuring to the grantor or his assigns full and perfect enjoyment of the rights hereby reserved. Provided always that the grantor and his assigns shall make reasonable compensation to the grantee, his heirs, representatives, assigns, and his or their lessees, or tenants for all damage directly occasioned by the exercise of the rights hereby reserved.

2. All rivers and streams and all rights of way and water and other easements (if any) subsisting in, on, or over the said lands are hereby expressly reserved unto the grantor and are not granted to the grantee, and the grantee shall not at any time obstruct or in any way interfere with any such rights of way or water or other easement.

8. The grantee shall regularly and from time to time pay all general taxes and all local taxes, rates and cesses lawfully imposed on or payable in respect of the said lands or of proprietary rights therein, and the land revenue demand now or for the time being lawfully assessed on the said lands and the canal occupier's rates in force or to be enforced on the ————— Canal and any arrear of any such tax, rate, cess, land revenue or canal occupier's rate at any time existing shall, without prejudice to any other power hereby conferred on or right hereby reserved to the grantor, be forthwith recoverable from the grantee as a first charge upon the lands hereby granted according to the law and practice for the time being in force regarding the recovery thereof.

4. The grantee shall at his own cost erect permanent marks on the lands hereby granted, demarcating correctly the boundaries and limits thereof, and will at all times maintain the same in good repair in accordance with the directions (if any) from time to time issued in that behalf by the Collector for the time being of ————— District, or other proper officer. And in the event of any default at any time in regard to the requirements of this condition on the part of the grantee, it shall be lawful for the said Collector or other officer (without prejudice to any other power hereby conferred on or right hereby reserved to the grantor) to cause such boundary marks to be erected or repaired as the case may be, and to recover the cost incurred thereby from the grantee as a first charge upon the lands hereby granted in the manner for the time being provided for the recovery of an arrear of land revenue.

5. The grantee shall maintain at his own cost such establishment for the purpose of police, conservancy, and the like in respect of the said lands as may be required by the general rules for the time being in force in that behalf; and in the event of any default at any time in regard to the requirements of this condition on the part of the grantee, it shall be lawful for the Collector of ————— District or other proper officer (without prejudice to any other power hereby conferred on or right reserved to the grantor) to appoint and maintain such establishment, and to recover the cost thereof from the grantee as a first charge upon the lands hereby granted in the manner for the time being provided for the recovery of an arrear of land revenue or in the said rules.

6. The grantor does not grant to the grantee and expressly reserves to himself the area of land covered by the main roads existing or proposed for construction as shown on the map or plan hereunto annexed and marked B, and no property therein is conveyed to the grantee.

7. Village roads to provide communication between village sites and zamindari roads to provide access to each rectangle (16½ feet in width in either case) are delineated on the map or plan hereunto annexed by way of schedule and marked annexure B, and such areas are included in the areas of the loss to be sold. But the purchaser has

no right of cultivation over any such area, and the Collector may, at his discretion, make any new roads not exceeding 16½ feet in width, or after the direction of any such existing road, and the purchaser shall be entitled to no compensation by reason of such action.

8. It is hereby stipulated and agreed that if any purchaser requires a road to be made giving access to his land from a main or village road through the land of another purchaser, the Collector may on requisition signed by the purchaser acquire the land necessary for such road not exceeding 16½ feet in width at the cost of the purchaser requiring the road, and the purchaser of the lot in which the land so to be acquired is situated shall surrender the land on receipt of the cost of the same calculated at the rate per acre at which the lot was purchased.

9. It is hereby stipulated and agreed that the Canal Officer empowered in that behalf may, at his discretion, construct or cause to be constructed any new water-course or alter the direction of any existing water-course, and the purchaser shall be entitled to no compensation by reason of such action except compensation for damage to standing crops. No water-course shall be constructed except with the approval of the Divisional or Sub-Divisional Canal Officer and under the provisions of section 16 of the Northern India Canal and Drainage Act, VIII of 1878. In accordance with these provisions the cost as determined by the Divisional Canal Officer of all water-courses already constructed or hereafter constructed shall be recovered from all persons using the same in such manner and at such times as may be fixed by the general or special orders of Government.

10. It is hereby stipulated and agreed that every purchaser shall be bound to construct or pay for the construction of any bridge or bridges over any water-course crossing any district, village or zamindari road which the Collector may order to be built. It shall be in the discretion of the Collector to order the construction of such bridges as may be approved by him, or to have them constructed and to recover the costs from the persons interested. The Collector's decision as to the proportion of the cost of such bridges to be borne by each purchaser shall be final.

11. In the event of the grantee or any person holding the lands hereby granted or any part thereof from or under him committing any breach of any of the terms or conditions of this grant, or causing or permitting such breach to be committed, it shall be lawful for the grantor forthwith, or at any time thereafter, to cancel and revoke the same and to enter upon and resume possession of the lands hereby granted, and of all buildings, materials, and things at the time of such resumption subsisting therein, under, or upon, and that without payment of any amount whatsoever by way of price, compensation, or damage to the grantee or to any other person whomsoever, in respect of any improvements which he or they may have made, or of any buildings, well, materials or other things existing in or upon the said lands or any part thereof at the time of such revocation of this grant and resumption thereof.

12. In the event of any dispute or disputes arising between the grantor and the grantee and their successors, representatives, and assigns of any of them as to the property and rights hereby reserved, or as to any matter incidental or in any way relating thereto, or as to any of the above terms and conditions or as to any compensation payable under this deed of grant, or as to the true intent or purport thereof, or of any part or clause thereof, except as heretofore provided in clause 10, the decision in each case of the Commissioner for the time being of the Division (or of such other officer as may succeed to the duties of the Commissioner) shall be final and binding on both parties.

In witness whereof the said parties have hereunto set their respective hands and seals the day and the year first above written.

Signed, sealed and delivered for and on behalf of the Secretary of State for India in Council by \_\_\_\_\_  
Collector of \_\_\_\_\_ District } (Sd.)  
acting under the orders of His Excellency the Governor of the Punjab.

*Collector.*

Signed, sealed and delivered by the said \_\_\_\_\_  
in the presence of— \_\_\_\_\_ } (Sd.)  
\_\_\_\_\_

*Note.*—This deed is to be executed, stamped and registered at the cost of the vendee.

**(10) Form of deed, tender, security and bond, etc., of temporary cultivation leases prescribed for all colonies except Nili Bar Colony and the new extensions of the Lower Chenab Colony.**

**(a) DEED OF LEASE.**

THIS instrument of lease made the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ between the Secretary of State for India in Council (hereinafter called Government), and \_\_\_\_\_ son of \_\_\_\_\_, caste \_\_\_\_\_, resident of \_\_\_\_\_ (hereinafter called the lessee), witnesseth that, in consideration of the rent herein reserved and the stipulations herein contained and to be observed

*NOTE.*—Form Nos. (10) to (13) have been prescribed for general use in all canal colonies in the Punjab and are reproduced in all supplements.



by the said lessee, his heirs, legal representatives, and assigns, Government doth hereby grant unto the said lessee, his heirs, legal representatives, and assigns a lease of all the Government waste lands described in the schedule hereunto annexed upon the following conditions :—

1. The lease shall be for the following harvests :—

_____	19 _____
_____	19 _____
_____	19 _____
_____	19 _____

## PART II.—Stipulations of the lessee.

The lessee doth hereby agree :—

1. That he will pay the rent reserved in the following instalments on the date fixed for the payment of the instalment of the land revenue for the same harvest, at the following rates, per acre allotted per harvest.

Rs. \_\_\_\_\_ kharif harvest,

Rs. \_\_\_\_\_ rabi harvest,

making a total which is equivalent to Rs. \_\_\_\_\_ per allotted acre per annum.

2. That he will pay when due all rates and cesses chargeable on the land and also all charges (other than penalties) at any time, leviable under Chapter VIII of the Punjab Land Revenue Act, 1887, in respect of the land leased to him. The words " rates " and " cesses " in this clause have the same meaning as in the Punjab Land Revenue Act, 1887. For the purpose of determining the amount of rates and cesses payable under this clause, the amount of the yearly rent above stated shall be considered to consist of Rs. \_\_\_\_\_ land revenue and Rs. \_\_\_\_\_ *malikana*.

3. That he will permit the officers of Government to enter on the said lands for all purposes connected with the construction, maintenance, or repair of new as well as of existing thoroughfares and water-courses :

Provided that no compensation either by reduction of rent or otherwise shall become due to the lessee from Government by reason of any such operations.

4. That he shall not cut any *kikar*, *shisham* or *jand* trees standing on the land. Otherwise all trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

5. That he will not be entitled to any remission of Government dues on the ground of the failure of his crops either by reason of deficiency of irrigation or from any other cause.

6. That he will not cultivate or otherwise manage the said lands or any part of them, in a manner calculated to injure them permanently or to lessen their value.

7. That he will at the end or other sooner determination of the term peacefully leave and surrender the said land to Government.

**PART III.—Rights and powers of Government.**

It is also hereby agreed between Government and the lessee:—

1. That arrears of rent or of any taxes, rates, or assessments whatsoever may be recovered by Government from the lessee in the same manner as arrears of land revenue may be recovered.

2. That if the lessee fails to take possession of the said lands within six months from the date on which the execution of this instrument of lease was communicated to him, or if at any time he fails to comply with any of the conditions of this lease, the Collector may forthwith resume and take possession of the said lands as if this lease had never been granted.

3. The lessee shall at all times on receipt of a requisition in writing signed by the Collector allow the Collector to take possession of, and finally to resume without compensation for Government, so much of the said lands as may from time to time in the opinion of the Collector be required for any public purpose.

Signed, sealed and delivered by the  
Collector of \_\_\_\_\_ }  
district on behalf of the Secretary of } Collector.  
State for India in Council.

Signed, sealed and delivered by } Lessee \_\_\_\_\_  
the said lessee in the presence of }  
witnesses. } Witness \_\_\_\_\_  
Witness \_\_\_\_\_

Dated \_\_\_\_\_.

**Schedule.**

District \_\_\_\_\_.  
Tahsil \_\_\_\_\_.  
Village (Chak) \_\_\_\_\_.  
Squares Nos. \_\_\_\_\_.  
Killas Nos. \_\_\_\_\_.

**(b) TENDER FORM.**

I, \_\_\_\_\_, the  
son of \_\_\_\_\_,  
resident of \_\_\_\_\_, Tahsil  
\_\_\_\_\_, District \_\_\_\_\_

do hereby tender for the lease of the land described below at the rate of  
Rs. \_\_\_\_\_ per acre leased per annum. The rent will  
be paid in such instalments as may be fixed by the Collector for payment  
at the time of the collection of the instalment of land revenue at each  
harvest.

*Note.*—1. Where the lease is for more than two harvests and the total rent, including all Government dues, is more than Rs. 100, this deed must be stamped and registered at the expense of the lessee.

2. A copy of this deed of lease should be given to the lessee, if he so desires. If the lease has to be stamped, the stamp on the copy should be paid for by the lessee.

I hereby agree to be bound by all the conditions on which land is leased out for temporary cultivation in the district.

Tenderer \_\_\_\_\_.

Date \_\_\_\_\_.

#### DESCRIPTION OF LAND.

District \_\_\_\_\_.

Tahsil \_\_\_\_\_.

Village (Chak) \_\_\_\_\_.

Squares Nos. \_\_\_\_\_.

Killas Nos. \_\_\_\_\_.

#### (c) SECURITY BOND.

I, \_\_\_\_\_, the son of \_\_\_\_\_,  
caste \_\_\_\_\_, resident of \_\_\_\_\_,  
declared that \_\_\_\_\_, the son of \_\_\_\_\_,  
caste \_\_\_\_\_, resident of \_\_\_\_\_

\_\_\_\_\_, has taken from Government the waste land described in the schedule hereunto annexed on lease for temporary cultivation for the following harvests :—

\_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_

and that if the above-named lessee commits default in payment of any Government dues to be paid in respect of the aforesaid land, I make myself responsible for the payment of such dues and do hereby agree that Government shall have the right and power to realise all such dues from my person and property as an arrear of land revenue.

2. I further declare that I own the undermentioned immoveable property :—

Surety \_\_\_\_\_.

Officer attesting Witness \_\_\_\_\_  
the bond.

Witness \_\_\_\_\_.

Date \_\_\_\_\_.

Place \_\_\_\_\_.

#### Schedule

District \_\_\_\_\_.

Tahsil \_\_\_\_\_.

Village (Chak) \_\_\_\_\_.

Squares Nos. \_\_\_\_\_.

Killas Nos. \_\_\_\_\_.

**(d) STATEMENT OF TEMPORARY CULTIVATION.**

District \_\_\_\_\_.  
 Colony \_\_\_\_\_.  
 Tahsil \_\_\_\_\_.  
 Village (Chak) \_\_\_\_\_.  
 Square \_\_\_\_\_.  
 Name and parentage of lessee \_\_\_\_\_.  
 \_\_\_\_\_  
 \_\_\_\_\_

Period of lease \_\_\_\_\_ Conditions of lease.

Annual rate of rent per acre allotted Rs. \_\_\_\_\_

Total rent due Rs. \_\_\_\_\_ (excluding water rates) —

- (a) Malikana.
- (b) Land revenue.
- (c) Local rate.
- (d) Other cesses.

Collector \_\_\_\_\_.  
 District \_\_\_\_\_.  
 Dated \_\_\_\_\_.

*Note.*—In quadruplicate :—One copy for district headquarters.  
 One copy for the Tahsil.  
 One copy for the Patwari.  
 One copy for the lessee.

**(11) Deed of Conveyance for agricultural land in which  
 a free grant of proprietary rights has been  
 made to the tenant in a Punjab Canal  
 Colony.**

THIS INSTRUMENT OF CONVEYANCE made the \_\_\_\_\_  
 day of \_\_\_\_\_ in the year one thousand nine hundred and  
 \_\_\_\_\_, between the Secretary of State for India  
 in Council (hereinafter called the grantor) of the one part and \_\_\_\_\_  
 \_\_\_\_\_, son of \_\_\_\_\_,  
 resident of \_\_\_\_\_, in the \_\_\_\_\_  
 District of the Punjab (hereinafter called the grantee) of the other part,

WHEREAS the grantor has agreed to grant and convey \_\_\_\_\_  
 \_\_\_\_\_, son of \_\_\_\_\_, resident  
 of \_\_\_\_\_, in  
 the \_\_\_\_\_ District of the  
 Punjab has agreed to take subject to the terms and conditions hereinafter  
 appearing the lands hereinafter more fully specified and described. Now  
 THEREFORE THIS INSTRUMENT WITNESSETH that in consideration of the  
 covenant, terms and conditions hereinafter contained and by the grantee  
 to be observed and performed, the grantor doth hereby grant and convey  
 unto the grantee the said lands, containing by admeasurement \_\_\_\_\_  
 acres more or less and more particularly described in the schedule mark-  
 ed "A" and delineated and coloured red in the map or plan marked "B"  
 hereunto annexed and signed by both parties in token of correctness to  
 have and to hold the said lands unto him the grantee, his heirs and  
 assigns for ever absolutely and in full proprietary right, together with all  
 trees, underwood and agricultural produce of the said lands, but subject  
 nevertheless to the reservations, terms and conditions hereinafter set  
 forth, and the grantor for himself, his successors and assigns, and the  
 grantee, for himself, his heirs, representatives and assigns, do hereby  
 respectively covenant and agree to abide by each and all of the terms,  
 conditions and reservations hereinafter set forth, that is to say —

(1) The grantor does not grant to the grantee and hereby expressly  
 reserves unto himself his rights in all mines, minerals, coal, earth-oil,  
 gold-washings, and quarries, in or under the lands hereby granted, and  
 full right power and authority, from time to time and at all times, to  
 enter upon any part of the said lands and to do all acts and things that  
 may be necessary or expedient for the purpose of searching for, getting,  
 carrying away, and enjoying any mines, minerals, coal, earth-oils,  
 gold-washings, or quarries in or under the said lands, without leaving  
 any vertical or lateral support for the surface or any building for the  
 time being standing thereon: and it shall be lawful for any engineers,  
 surveyors, agents, workmen, or officers authorized in that behalf by  
 the grantor or his assigns at all times to enter upon any part of the  
 said lands and to do all acts and things that may be necessary or expe-  
 dient for ensuring to the grantor or his assigns full and perfect enjoyment  
 of the rights hereby reserved. Provided always that the grantor and  
 his assigns shall make reasonable compensation to the grantee, his heirs,  
 representatives, assigns, and his or their lessees, or tenants for all  
 damage directly occasioned by the exercise of the rights hereby re-  
 served.

(2) All rivers and streams and all rights of way and water and  
 other easements (if any) subsisting in, on, or over the said lands are  
 hereby expressly reserved unto the grantor and are not granted to the  
 grantee, and the grantee shall not at any time obstruct or in any way  
 interfere with any such rights of way or water or other easement.

(3) The grantee shall regularly from time to time pay all general  
 taxes and all local taxes, rates and cesses lawfully imposed on or payable  
 in respect of the said lands or of proprietary rights therein, and the  
 land revenue demand now or for the time being lawfully assessed on

the said lands and the canal occupier's rates in force or to be enforced on the \_\_\_\_\_ canal and any arrear of any such tax, rate cess, land revenue or canal occupier's rate at any time existing shall, without prejudice to any other power hereby conferred on or right hereby reserved to the grantor, be forthwith recoverable from the grantee as a first charge upon the lands hereby granted according to the law and practice for the time being in force regarding the recovery thereof.

(4) The grantee shall at his own cost erect permanent marks on the lands hereby granted, demarcating correctly the boundaries and limits thereof, and will at all times, maintain the same in good repair in accordance with the directions (if any) from time to time issued in that behalf by the Collector for the time being of \_\_\_\_\_ District, or other proper officer. And in the event of any default at any time in regard to the requirements of this condition on the part of the grantee, it shall be lawful for the said Collector or other officer (without prejudice to any other power hereby conferred on or right hereby reserved to the grantor) to cause such boundary marks to be erected or repaired as the case may be, and to recover the cost incurred thereby from the grantee as a first charge upon the lands hereby granted, in the manner for the time being provided for the recovery of an arrear of land revenue.

(5) The grantee shall maintain, at his own cost, such establishment for the purpose of police, conservancy, and the like, in respect of the said lands as may be required by the general rules for the time being in force in that behalf: and in the event of any default at any time in regard to the requirements of this condition on the part of the grantee, it shall be lawful for the Collector of \_\_\_\_\_ District or other proper officer (without prejudice to any other power hereby conferred on or right reserved to the grantor) to appoint and maintain such establishment, and to recover the cost thereof from the grantee as a first charge upon the lands hereby granted in the manner for the time being provided for the recovery of an arrear of land revenue or in the said rules.

(6) The grantor does not grant to the grantee and expressly reserves to himself the area of land recovered by the main roads existing or proposed for construction as shown on the map or plan thereunto annexed and marked B, and no property therein is conveyed to the grantee.

(7) Village roads to provide communication between village sites and zamindari roads to provide access to each square (16½ feet in width in either case) respectively are delineated on the map or plan, hereunto annexed by way of schedule and marked annexure B, and such areas are included in the areas of the lots to be sold. But the grantee has no right of cultivation over any such area, and the Collector may, at his discretion, make any new roads not exceeding 16½ feet in width, or alter the direction of any such existing road, and the grantee shall be entitled to no compensation by reason of such action.

(8) It is hereby stipulated and agreed that if any grantee requires a road to be made giving access to his land from a main or village road

through the land of another grantee, the Collector may on requisition signed by the grantee acquire the land necessary for such road not exceeding 16½ feet in width at the cost of the grantee requiring the road, and the grantee of the lot in which the land so to be acquired is situated shall surrender the land on receipt of the cost of the same calculated at the rate per acre at which the lot was purchased.

(9) It is hereby stipulated and agreed that the canal officer empowered in that behalf may, at his discretion, construct or cause to be constructed any new water-course, or alter the direction of any existing water-course, and the grantee shall be entitled to no compensation by reason of such action except compensation for damage to standing crops. No water-course shall be constructed except with the approval of the Divisional or Sub-Divisional Canal Officer and under the provisions of section 16 of the Northern India Canal and Drainage Act, VIII of 1873. In accordance with these provisions the cost as determined by the Divisional Canal Officer of all water-courses already constructed or hereafter constructed shall be recovered from all persons using the same in such manner and at such times as may be fixed by the general or special orders of Government.

(10) It is hereby stipulated and agreed that every grantee shall be bound to construct or pay for the construction of any bridge or bridges over any water-course crossing any district, village or zamindari road which the Collector may order to be built. It shall be in the discretion of the Collector to order the construction of such bridges as may be approved by him, or to have them constructed and to recover the costs from the persons interested. The Collector's decision as to the proportion of the cost of such bridges to be borne by each grantee shall be final.

(11) In the event of the grantee or any person holding the lands hereby granted or any part thereof from or under him committing any breach of any of the terms or conditions of this grant, or causing or permitting such breach to be committed, it shall be lawful for the grantor forthwith, or at any time thereafter, to cancel and revoke the same and to enter upon and resume possession of the lands hereby granted, and of all buildings, materials and things at the time of such resumption subsisting therein, under, or upon, and that without payment of any amount whatsoever by way of price, compensation, or damage to the grantee or to any other person whomsoever, in respect of any improvements which he or they may have made, or of any buildings, wells, materials or other things existing in or upon the said lands or any part thereof at the time of such revocation of this grant and resumption thereof.

(12) In the event of any dispute or disputes arising between the grantor and the grantee and their successors, representatives, and assigns or any of them as to the property and rights hereby reserved, or as to any matter incidental or in any way relating thereto, or as to any of the above terms and conditions, or as to any compensation payable, under this deed of grant, or as to the true intent or purport thereof, or any part or clause thereof, except as herebefore provided in clause 10, the decision in each case of the Commissioner for the time being of the Division (or of such other officer as may succeed to the duties of the Commissioner) shall be final and binding on both parties.

(13) The grantee shall be bound to be and to remain at all times of loyal behaviour and to render active support to Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the grantee shall be final, and, if the Local Government is of opinion that the grantee has committed a breach of this condition, it may resume the grant, or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the grantee may be liable under these conditions or otherwise.

In witness whereof the said parties have hereunto set their respective hands and seals the day and the year first above written.

Signed, sealed and delivered for and on behalf  
of the Secretary of State for India in Council  
by \_\_\_\_\_  
Collector of \_\_\_\_\_ District acting (Sd.)  
under the orders of His Excellency the Governor  
of the Punjab. *Collector.*

Signed, sealed and delivered by the  
said \_\_\_\_\_  
in the presence of—  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Witnesses. (Sd.)

NOTE.—This deed is exempt from stamp duty, but can be registered, at the option of the grantee on payment of Re. 1,—Punjab Government letter No. 809 C, dated 28th February, 1933.

## (12) Deed of Conveyance of land granted for certain purposes in respect of which proprietary rights have been purchased by the tenants.

### Schedule A.

DEED OF CONVEYANCE OF LAND GRANTED FOR RESIDENTIAL SITES  
RELIGIOUS BUILDINGS  
SHOP SITES OR FLOUR MILLS

IN RESPECT OF WHICH PROPRIETARY RIGHTS HAVE BEEN PURCHASED  
BY THE TENANTS IN ALL CANAL COLONIES OF THE PUNJAB.

THIS indenture made \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_ between the Secretary of State for India in Council (herein-  
after called the grantor) of the one part and \_\_\_\_\_,  
son of \_\_\_\_\_, resident of \_\_\_\_\_  
in the \_\_\_\_\_ District of the Punjab (hereinafter called  
the grantee) of the other part.



WHEREAS the grantor has agreed to grant and convey to, and \_\_\_\_\_, son of \_\_\_\_\_, resident of \_\_\_\_\_ in the \_\_\_\_\_ District of the Punjab, has agreed to take and purchase for and in consideration of the price, in the manner and subject to the terms and conditions hereinafter appearing the lands hereinafter more fully specified and described :

NOW THEREFORE THIS INSTRUMENT WITNESSETH that in consideration of the sum of Rs. \_\_\_\_\_ paid by the grantee to the grantor (the receipt whereof the grantor hereby acknowledges), and of the covenant, terms and conditions hereinafter contained and by the grantee to be observed and performed the grantor doth hereby grant and convey unto the grantee the said lands, containing by admeasurement \_\_\_\_\_ marlas, more or less, and more particularly described in the schedule marked " A " and delineated and coloured red in the map or plan marked " B " hereunto annexed and signed by both parties in token of correctness, to have and to hold the said lands unto him the grantee, his heirs and assigns for ever absolutely and in full proprietary right, together with all trees and under-wood of the said lands, but subject nevertheless to the reservations, terms and conditions hereinafter set forth, and the grantor for himself his heirs, representatives and assigns do hereby respectively covenant and agree to abide by each and all of the terms hereinafter set forth, that is to say—

(1) The grantor reserves to himself all mines and minerals whatsoever in, under or upon the said lands, with all such rights and powers as may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same, at all such times and in such manner as the Local Government shall think fit, with power to carry out any surface or under-ground workings, and to let down the surface of all or any part of the said land and any buildings that may be erected thereon now or hereafter and to sink pits, erect buildings, construct lines and generally appropriate and use the surface of the said lands for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exception and reservation hereinbefore contained. Provided that the grantee shall be entitled to receive from the Local Government such payment for the occupation by it of the surface and for the damage done to the surface or to buildings on the plot by such works or workings or letting down as may be agreed upon between the Local Government and the grantee of failing such agreement as shall be ascertained by reference to arbitration.

(2) The land is sold subject to the payment of land revenue, if duly assessed by proper authority. Such revenue will be payable at the rate of \_\_\_\_\_ per marla per annum, and is liable to enhancement at the discretion of the grantor at each re-assessment of the assessment circle in which the village is included.

(3) The grantee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said lands by competent authority.

(4) The grantee shall at all times keep and maintain the said residential house  
mosque or dharamsala.  
shop or flour mill including the building, if any, in a proper state of repair and cleanliness and to the satisfaction of the Collector.

(5) The grantee shall not dig or cause to be dug any pit upon the said lands.

(6) The grantee shall not use the said residential house  
mosque or dharamsala  
shop or flour mill to be erected on the said land as aforesaid for any purpose inconsistent with that for which the said land is hereby granted, i.e., for any purpose other than that of a residential house  
mosque or dharamsala  
shop or flour mill.

(7) The grantor may by his officers and servants at all reasonable times and in a reasonable manner after 24 hours' notice in writing enter in or upon any part of the said land or building erected thereon for the purpose of ascertaining that the grantee has duly performed and observed the covenants and conditions to be by him performed and observed under those presents.

(8) The grantor shall have full right, power and authority at all times to do all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions, and reservations herein contained and to recover from the grantee as a first charge, upon the said land and the buildings thereon, the cost of doing all or any such act and things and all costs incurred in connection therewith or in any way relating thereto.

(9) The grantee shall be bound to be and to remain at all times of loyal behaviour and to render active support to Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the grantee shall be final, and, if the Local Government is of opinion that the grantee has committed a breach of this condition, it may resume the grant, or any portion thereof, either temporarily or permanently and such resumption shall not affect any other penalty to which the grantee may be liable under these conditions or otherwise.

(10) In the event of the breach or non-observance by the grantee of any of the covenants herein on his part to be observed then, and in any such case, it shall be lawful for the vendor, notwithstanding the waiver of any previous cause or right for re-entry to enter into and upon the said land or building thereon or any part thereof in the name of the whole and to re-possess, retain and enjoy the same as of his former estate, and the grantee shall not be entitled to a refund of the purchase money or any part thereof or to any compensation whatsoever on account of such resumption.

(11) In the event of any dispute or disputes arising between the grantee and their successors, representatives and assigns or any of

them as to the property and rights hereby reserved, or as to any matter incidental or in any way relating thereto, or as to any of the above terms and conditions except condition 9, or as to any compensation payable under this deed of grant, or as to the true intent or purport thereof, or of any part or clause thereof, the decision in each case of the Commissioner for the time being of the division (or of such other officer as may succeed to the duties of the Commissioner) shall be final and binding on both parties.

In witness whereof the said parties have hereunto set their respective hands or seals the day and the year first above written.

Signed, sealed and delivered for and on }  
behalf of the Secretary of State for India }  
in Council by \_\_\_\_\_ } (Sd.) \_\_\_\_\_  
Collector of \_\_\_\_\_ district, }  
acting under the orders of His Excellency }  
the Governor of the Punjab. } Collector.

Signed, sealed and delivered by the said  
\_\_\_\_\_ in the presence  
of \_\_\_\_\_.

Witness { \_\_\_\_\_  
\_\_\_\_\_

NOTE.—This deed is to be executed, stamped and registered at the cost of the vendee.

### (13) Notice for the sale of shop sites in villages.

WHEREAS \_\_\_\_\_,  
son of \_\_\_\_\_,  
resident of Chak No. \_\_\_\_\_ in tahsil \_\_\_\_\_,  
of district \_\_\_\_\_ is occupying land within the village  
site of Chak No. \_\_\_\_\_ is a tenant-at-will of the Punjab Govern-  
ment, therefore notice is hereby given that with effect from January 1st  
1934 rent will be charged for the land in question at the rates shown  
below, and the land will henceforth be deemed to have been allotted on  
the conditions set forth in Punjab Government Notification No. 837-C.,  
dated the 1st March, 1933, under section 10 of the Colonization of  
Government Lands (Punjab) Act V of 1912.

If the occupier prefers to purchase the land in proprietary right  
from Government, he will be permitted to do so at the rates shown in

the Schedule below on the payment of Rs. \_\_\_\_\_  
and upon executing a deed, to be stamped and registered at his expense,  
in the form prescribed in Punjab Government Notification No. 837-C.,  
dated the 1st March, 1933.

The right of purchase must be exercised before the end of December, 1933. Failing that rent will be charged in advance for the ensuing twelve months from January to December. The rent will be recovered with the Kharif instalment of the land revenue of the estate in the month of January or February.

(Sd.) \_\_\_\_\_

Collector,

\_\_\_\_\_ District.

— — —  
**Schedule.**

Sites for shops or flour mills	.. At the rate of Rs. 2 rent per <i>marla</i> per annum and Rs. 25 per <i>marla</i> for purchase outright for sites in central <i>chauks</i> excluding <i>chauks</i> in menials' quarter and Re. 1 per <i>marla</i> per annum and Rs. 15 per <i>marla</i> for purchase outright for sites elsewhere.
--------------------------------	--

**SECTION 5.—\*RULES FOR THE GRANT OF *Takkavi* FOR  
REPLACEMENT OF MARES FOR HORSE-BREEDING  
IN THE LOWER BARI DOAB COLONY.**

(a) When any colonist is bound to replace a branded mare he may apply to the Collector through the District Remount Officer for a *takkavi* advance of an amount considered suitable by the latter for the purchase of a mare or filly as desired by the District Remount Officer.

(b) If the colonist is himself able to make the purchase of a suitable mare without the further assistance of the District Remount Officer he may be given a *takkavi* advance by the Collector for the price considered reasonable by the District Remount Officer.

(c) If he is unable to make such a purchase by private treaty, he may apply to the Remount Officer with a view to purchasing a mare or filly, as decided by the latter.

(d) The District Remount Officer will maintain a list of all such applications and will if possible purchase mares or fillies to supply the requirements of applicants. He will not however be required to go beyond the limits of the colony for such replacements.

(e) The price paid for fillies by the District Remount Officer shall not exceed the maximum amount sanctioned for the purchase of young stock for the Remount Department.

(f) The District Remount Officer will be given a permanent advance for immediate payment for purchases and as soon as the mare or filly has been delivered to the purchaser he will communicate to the Collector the amount of the price and the cost of keep, transit, etc., until the time of delivery.

(g) The Collector will then debit the purchaser with a *takkavi* advance for the whole amount, and the advance made by the District Remount Officer will be replaced by transfer debit.

(h) If the mare or filly dies between the time of purchase and of delivery to the purchaser, the sums disbursed by the District Remount Officer shall be written off as irrecoverable, and no *takkavi* advances shall be debited to the purchaser but the District Remount Officer will be reimbursed as in rule (g) above.

(i) The *takkavi* advances will be recovered† from the purchaser in instalments spread over three‡ years, and rate of interest will be [6½]§ per cent., per annum.

\*Sanctioned in Punjab Government letter No. 715-D, dated the 20th February, 1925.

†Agreements for the repayment of these advances should not be stamped,—*vide* Punjab Government letter No. 2401-D, dated the 8th June, 1926.

‡The maximum period of the repayment of these advances has been extended to ten years—*vide* Punjab Government letter No. 3576-C, dated 20th September, 1932.

§Rate of interest varies from time to time since it is governed by Punjab Government notification No. 709, dated 8th January, 1926,—*vide* Punjab Government letter No. 2401-D, dated the 8th June, 1926.

(j) The Lower Bari Doab Colony will have the first claim on its own fillies for the purposes of the replacement of branded mares :—

Rs.    Rs.

10½ to 12 months old from 200 to 240

12 to 18 months old from 240 to 360

18 to 24 months old from 360 to 400

24 to 30 months old from 400 to 500

30 to 36 months old from 500 to 600

and so on up to a limit of five years of age.

PRINTED BY  
THE SUPERINTENDENT, GOVERNMENT PRINTING, PUNJAB.  
359 FC-500-9-10-33-SGPP Lahore,





लाल बहादुर शास्त्री राष्ट्रीय प्रशासन अकादमी, पुस्तकालय  
Lal Bahadur Shastri National Academy of Administration Library

## मसूरी

**MUSSOORIE**

यह पुस्तक निम्नांकित तारिख तक वापिस करनी है।

**This book is to be returned on the date last stamped**

[illegible]

333.3  
Wac

अवाप्ति सं० 106021  
ACC. No. 106021  
वर्ग सं. पुस्तक सं.  
Class No. Book No.  
लेखक Author Wace, F. B.  
शीर्षक Title The Punjab colony manual

333.3

Wac

**LIBRARY**  
**LAL BAHADUR SHASTRI**  
**National Academy of Administration**  
**MUSSOORIE**

Accession No. 106021

1. Books are issued for 15 days only but may have to be recalled earlier if urgently required.
2. An over-due charge of 25 Paise per day per volume will be charged.
3. Books may be renewed on request, at the discretion of the Librarian.
4. Periodicals, Rare and Reference books may not be issued and may be consulted only in the Library.
5. Books lost, defaced or injured in any way shall have to be replaced or its double price shall be paid by the borrower.